

**CITY OF MARSHALLTOWN**  
**COUNCIL AGENDA**  
**CITY HALL COUNCIL CHAMBERS**  
**10 W STATE STREET**  
**FEBRUARY 10, 2020, 5:30 PM**

**A. NOTICE TO PUBLIC**

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

**B. CALL TO ORDER**

Mayor Joel T.S. Greer

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

**E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

1. Volunteer Recognition
2. Board Vacancies - Solid Waste Commission And Library Board Of Trustees  
[Library Board of Trustees information](#)  
[Solid Waste Commission information](#)
3. Reminder - Budget Hearing, Noon February 17, 2020  
[Budget Hearing information](#)  
Doors will open at 11:30 am for the meeting. City Hall is closed for Inservice.

**F. CONSENT AGENDA**

1. Approve City Council Minutes, January 27, 2020, February 3, 2020, And Bill List In The Amount Of \$883,580.76

Documents:

[2020-01-27\\_Council-minutes.pdf](#)  
[2020-02-03\\_Special Council-minutes.pdf](#)  
[2020-02-10\\_BillList.pdf](#)

2. RESOLUTION 2020-026 APPROVING APPLICATIONS FOR TAX ABATEMENT AND NEW CONSTRUCTION INDUSTRIAL PROPERTY TAX EXEMPTIONS WITHIN APPROVED URBAN REVITALIZATION AREAS OF THE CITY OF MARSHALLTOWN, IOWA

Documents:

[02-10-2020\\_2020-0026\\_Res Approving Tax Abatement Apps.pdf](#)  
[02-10-2020\\_2020-026\\_Tax Abatement Applications and Industrial Tax Exempt.pdf](#)

3. RESOLUTION 2020-027 BETWEEN THE UNITED STATES OF AMERICA And CITY OF MARSHALLTOWN For REHABILITATION OF A FEDERAL FLOOD CONTROL WORK

Documents:

[Res and Agreement Flood Control Agreement.pdf](#)

4. RESOLUTION 2020-028 AUTHORIZING THE TRANSFER OF INSURANCE PROCEEDS REMAINING FROM THE SENIOR CITIZENS BUILDING DEMOLITION PROJECT TO FUND 383 FOR THE COLISEUM RENOVATION

Documents:

[Res for Fund Xfer 145 to 383.pdf](#)

#### G. MOTIONS

1. Approve Tobacco Permits - Dollar General, Feb 15 - Jun 30, 2020 And July 1- Jun 30, 2021

Documents:

[02-10-2020\\_Dollar General Tobacco applications FY2020 AND FY2021.pdf](#)

#### H. REPORTS

1. ISU Trees Report

#### I. RESOLUTIONS

1. RESOLUTION 2020-029 ORDERING CONSTRUCTION OF THE 2019 PCC PATCH REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, PROJECT NO. STR19002

Documents:

[Res Order Construction 2020 PCC Patch repair.pdf](#)



[2019 PCC PATCH REPAIRS.pdf](#)  
[2019 PCC Repair STR-19002 Hearing-Letting.pdf](#)  
[20200127 Lincoln-Marion-18th Street PCC Repair STR-19002.pdf](#)  
[STR19002 Timeline PrePlanning Project based-FINAL.pdf](#)

2. RESOLUTION 2020-030 ORDERING CONSTRUCTION OF THE SOUTH 3rd STREET BRIDGE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER STR18003

Documents:

[Res Order Construction S. 3rd St Bridge.pdf](#)  
[20200128 STR-18003 S 3rd Street Bridge Repair Spec.pdf](#)  
[STR-18003 S 3rd Street Bridge Repair Hear-Letting.pdf](#)  
[Marshalltown 3rd St.-6th St. \(503800\) Repair Plans \(1-23-20\).pdf](#)  
[STR18003 Timeline PrePlanning Project based-FINAL.pdf](#)

3. RESOLUTION 2020-031 APPROVING A CONTRIBUTION OF \$5,000 TO THE MARSHALLTOWN 4TH OF JULY FIREWORKS CELEBRATION

Documents:

[02-10-2020\\_2020-031\\_Res approv fireworks donation.pdf](#)

4. RESOLUTION 2020-032 ACCEPTING THE PLACEMAKING PLAN FOR THE IOWA RIVER'S EDGE TRAIL

Documents:

[Res for Iowa Rivers Edge Trail Placemaking Plan.pdf](#)  
[MasterPlan\\_ExecutiveSummary\\_2.4.2020\\_sm sz.pdf](#)  
[2.4.2020\\_Appendix\\_Iowa Rivers Edge Trail\\_sm file sz.pdf](#)

5. RESOLUTION 2020-033 APPROVING A DEVELOPMENT AGREEMENT WITH PRESERVING US INC. FOR A \$75,000 CATALYST BUILDING GRANT

Documents:

[Preserving US, Inc Agreement\\_Executed.pdf](#)  
[Res for Preserving US Catalyst Agreement.pdf](#)

6. RESOLUTION 2020-034 APPROVING THE USE OF \$17,500 OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO FUND A CONTRACT FOR THE MARSHALLTOWN HOUSING INITIATIVE

Documents:

7. RESOLUTION 2020-035 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE S.1ST STREET PARKING LOT PROJECT PLT19001 FOR FOX ENGINEERING ASSOCIATES, INC AN INCREASE OF \$5,800.00

Documents:

Fox Engineering change.pdf  
PLT19001 - S. 1st Street Parking Lot - Amendment 1.pdf

8. RESOLUTION 2020-036 ADOPTING THE 2020-2021 STRATEGIC PLAN

Documents:

Res Adopting Strategic Plan.pdf  
2020.2021 City Strategic Plan.pdf

9. PUBLIC HEARING AND RESOLUTION 2020-037 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO LARRY T LAVERTY AND KIMBERLY K LAVERTY TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

Documents:

01-13-2020\_2020-010\_LAVERTY MAP 2020-01-06\_City Land.pdf  
01-13-2020\_2020-010\_LAVERTY RECORDED PLAT\_1107\_South\_12\_St\_landpurchse\_Plat.pdf  
02-10-2020\_2020-\_LAVERTY RESOLUTIONS ADOPT TENTATIVE-CONVEY-PHN.pdf

## J. ORDINANCES

1. PUBLIC HEARING AND THIRD READING, ORDINANCE 14993 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE AND MAP BY REZONING PARCEL 8418-34-404-005

Documents:

CC\_Memo\_Washington\_Rezone.pdf  
14993\_ORD Washington Rezoning.pdf  
Washington St Rezoning Application.pdf  
2020-01-28\_NPH ORD REZONE WASHINGTON ST PARCEL.pdf

## K. DISCUSSION

1. Discussion Of Land Trade With Marshalltown Community School

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District

Documents:

[Memo on School.City Land Trade.pdf](#)  
[5.14.18 Memo on Anson Bicentennial.pdf](#)

2. Discussion Of TIF Reimbursement Transfer To Coliseum Renovation

Documents:

[Memo on TIF Reimbursement for Coliseum.pdf](#)

3. Discussion On Chapter 76- Traffic Schedules Of The Code Of Ordinances

Documents:

[Memo on Chapter 76 of Code.pdf](#)  
[CHAPTER 76\\_ TRAFFIC SCHEDULES xx.pdf](#)

4. FY21 Budget

Special Revenue Funds

Capital Funds

Enterprise Funds

Documents:

[Memo for Special Revenue Funds.pdf](#)  
[02-10-2020\\_Budget\\_Cash Balances FY20 - FY21.pdf](#)  
[02-10-2020\\_Budget\\_TIF Funds.pdf](#)  
[02-10-2020\\_Budget\\_Special Revenues Budget Comparison Report.pdf](#)  
[Memo for Capital Funds Budget.pdf](#)  
[02-10-2020\\_Budget\\_Capital Funds Budget Comparison Report.pdf](#)  
[Memo for Enterprise Funds Budget.pdf](#)  
[02-10-2020\\_Budget\\_Enterprise Funds Budget Comparison Report.pdf](#)

**L. PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

**M. CLOSED SESSION - REAL ESTATE**

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Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

There may be council action by motion following the closed session if directed by the city's attorney.

N. **ADJOURN**

**MISSION STATEMENT**

**The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.**

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. [www.marshalltown-ia.gov](http://www.marshalltown-ia.gov)

Council Proceedings  
January 27, 2020

Mayor Greer called the meeting to order at 5:30 PM, January 27, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, with Wirin fully participating by speakerphone. Captain Jones introduced Reserve Officer Larry Lubbert, and encouraged individuals to attend the Police Department's Police Academy.

**CONSENT AGENDA:**

Wirin moved to adopt the Consent Agenda, removing an item due to potential conflict of interest: Approve Minutes For 1/13/2020, and Bill List In The Amount of \$1,317,326.17; moved to adopt RESOLUTION 2020-014 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2000 FORD F150 TRUCK, 2000 CHEVY 3500HD TRUCK WITH DUMP BODY, 1998 CHEVY S-10 TRUCK; moved to adopt RESOLUTION 2020-016 TO CERTIFY UNPAID BILLS FOR COLLECTION WITH TAXES; moved to adopt RESOLUTION 2020-024 AMENDING THE OFFER TO PURCHASE WITH LANDOVER CORPORATION AND FLINT HILLS HOLDINGS; Liquor License Renewals: Abarrotes La Salud, Inc. Kwik Star #607; second by Isom. Motion carried 7-0.

Isom moved to approve HyVee Party Room Transfer to Best Western - Monthly Dates Transfers on Feb 13, March 19, April 23, May 21, June 18, July 16; August 20, September 17, October 15, November 19, second by Martin. Motion carried 6-0, with Thompson abstaining due to a potential employment conflict of interest with HyVee.

**RESOLUTIONS:**

Isom moved to adopt moved to adopt RESOLUTION 2020-017 APPROVING A DEVELOPMENT AGREEMENT WITH JOSE ANGEL REGALADO FOR A \$250,000 CATALYST BUILDING GRANT AND \$50,000 NEW CONSTRUCTION INCENTIVE, second by Cahill. Resolution adopted 6-1, Thompson dissenting.

Isom moved to adopt RESOLUTION 2020-018 APPROVING A DEVELOPMENT AGREEMENT WITH MCGREGOR'S FURNITURE AND MATTRESS FOR A \$75,000 CATALYST BUILDING GRANT, second by Cahill. Resolution adopted 6-1, Thompson dissenting.

Isom moved to adopt RESOLUTION 2020-019 ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION GRANT APPLICATION FOR THE MULTI- FAMILY HOUSING COMPLEX IN THE 10 BLOCK OF EAST STATE STREET, second by Gowdy. Resolution adopted 5-2, Isom and Thompson dissenting.

Martin moved to adopt RESOLUTION 2020-021 AUTHORIZING THE PUBLIC WORKS ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP (IDALS) WATER QUALITY INITIATIVE URBAN CONSERVATION PROJECTS PROGRAM FOR A SUPPLEMENTAL GRANT RELATED TO SOUTH 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT, second by Cahill. Resolution adopted 6-1, Hoop dissenting.

Isom moved to adopt RESOLUTION 2020-022 APPROVING AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE WITH STALZER FARMS INC. FOR 13.09 ACRES, second by Martin. Resolution adopted 6-1, Thompson dissenting.

Isom moved to adopt RESOLUTION 2020-023 APPROVING THE FY2019 ANNUAL FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN, second by Gowdy. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Greer called the public hearing open regarding a development agreement, at 5:58 PM. There were no written comments received by the clerk, and there were no public comments. Staff reviewed the development of three lots on North Center Street that were impacted by the 2018 Tornado. The owners plan a restaurant on the SE corner of State and N Center Street. City participation in the Development Agreement, for reconstruction of those three lots, will not exceed \$175,000. Mayor Greer closed the public hearing at 6:01 PM.

Cahill moved to adopt RESOLUTION 2020-020 APPROVING DEVELOPMENT AGREEMENT WITH DANI AND GARRETT GOODMAN, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT, second by Isom. Resolution adopted 6-1, Thompson dissenting.

**ORDINANCES:**

Isom moved to adopt the second reading of ORDINANCE 14993 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE AND MAP BY REZONING PARCEL 8418-34-404-005, second by Gowdy. Second Reading Adopted 7-0.

Isom moved to adopt the first reading of ORDINANCE 14994 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76, SCHEDULE VIII, SPEED LIMITS, BY REDUCING SPEED ON SOUTH 12TH AVENUE BETWEEN WESTWOOD DRIVE AND PRAIRIE LANE TO 35 MPH, second by Martin. Martin moved to amend, by also waiving the second and third readings, second by Gowdy. Isom accepted the friendly amendment. Motion on the amendment carried 5-2, Wirin and Hoop dissenting. Ordinance adopted 7-0.

**DISCUSSION:**

After discussion, Gowdy moved to direct staff to prepare a Resolution at the next council meeting to transfer \$478,000 of insurance proceeds to the Veterans Memorial Coliseum Rehabilitation project. The Senior Citizens' building at 20 E State Street was impacted by the 2018 Tornado, with insurance claims having settled, leaving \$428,000 available for reallocation after building demolition. Thompson suggested the monies be earmarked for library expansion. Motion carried 6-1, Thompson dissenting.

Kinser asked the council to consider the Strategic Plan for 20-21, and to further define priorities to provide guidance to staff.

Cahill moved to accept the FY20-24 CIP draft as presented, second by Wirin. Motion carried 7-0.

The council discussed the position of the general fund. Staff recommended discontinuing the McTV contract, increasing summer blast fees, parking tickets and rental registration fees, to cover the estimated shortfall of \$111,000. Wirin moved to accept the FY2021 Budget Taxable Valuations General Fund 001 as presented, with the plan to move forward with the transition of not supporting McTV, second by Cahill. Gowdy asked to discuss the removal of McTV funding in the future. Isom moved to cover the McTV with council designated Local Option Sales Tax, second by Thompson. Amendment passed 7-0. Motion as amended passed 5-2, with Hoop and Wirin dissenting.

A public hearing will be held on February 17, 2020, at noon, regarding the Maximum Property Taxes Requested for certain levies, with a recommended increase for certain levies exceeding 2%.

**PUBLIC COMMENT:**

Rhonda Miller, representing the Iowa River Hospice, asked the council to reroute the proposed road construction further east.

**ADJOURNMENT:**

Meeting Adjourned at 8:22 PM

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

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Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk

## COUNCIL PROCEEDINGS

February 3, 2020

The Marshalltown City Council met in special session on February 3, 2020, at 12:00pm, in Council Chambers at City Hall. Mayor Pro Tem Wirin called the meeting to order. Present: Cahill, Gowdy, Hoop, Isom (by phone), Martin, Thompson, Wirin.

Council member Gowdy moved to adopt RESOLUTION 2010-025 SETTING PUBLIC HEARING PRIOR TO APPROVING THE MAXIMUM PROPERTY TAX DOLLARS RELATING TO SPECIFIC PROPERTY TAX LEVIES FOR THE BUDGETED FISCAL YEAR ENDING JUNE 30, 2021, second by Council Member Martin. Resolution adopted 7-0.

Budgetary items discussed included the Long Term Debt Schedule and use of Local Option Sales Tax. Council member Hoop made a motion to buy down the tax levy to the level as this current fiscal year using Local Option Sales Tax designated for property tax relief in the amount of \$173,797. Council member Cahill seconded the motion. On roll call, motion was adopted 7-0.

Council member Thompson made a motion to keep the Cash Flow Reserve at 15% funding, utilizing Council-designated Local Option Sales Tax to achieve that level. The motion was seconded by Isom. On a roll call vote, the motion was approved 7-0.

### **ADJOURNMENT:**

Meeting Adjourned at 12:52PM

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

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Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk

BILL LIST – FEBRUARY 10, 2020

**Advertising**

Trending.Media/1 120.00

**Consulting & Professional Fees**

AHLERS.COONEY/2 1,497.32  
Bernie.Lowe.Asc/1 360.99  
Bolton&Menk.Inc/8 25,031.00  
CGA.Assoc/3 29,345.74  
Davis.Brown.Sho/1 4,500.00  
Eide.Bailly.LLP/1 1,300.00  
Iowa.One.Call/2 95.50  
Lynch.Dallas.PC/9 6,375.61  
McClure.Engrg/4 116,796.38  
Rally.Appraisal/10 4,450.00  
RDG.Planning/1 8,390.86  
Speer.Financial/2 10,250.00

**Contracts**

Aramark.Unfrm/2 27.23  
ARL/1 4,333.33  
BDH/9 6,004.84  
Calhoun-Burns/1 1,163.00  
Caliber.Concret/1 1,449.70  
Cargill.Deicing/6 40,788.54  
Fisher.Comm.Ctr/1 8,333.33  
HANSEN,J/3 1,851.00  
IA.Dept.Insp.Ap/1 170.63  
IA.ENV.SERV./1 2,800.00  
Iowa.One.Call/1 14.40  
Koch.Office/1 10.66  
Marsh.Co.Landfi/1 49.50  
Premier.Equip/6 155.96  
Rasmusson.Svc/1 260.00  
RICOH.USA.INC/4 199.11  
Stone.Sanit/6 676.12  
Xerox.Corp/1 87.76

**Debt Service**

CRBT/2 8,707.57

**Land & Improvements**

Five.Star.R.E./1 500.00

**Medical**

HARTFORD.ACCTS/1 6,755.49  
McFarland.Cl/1 74.80  
Medtrak.Service/1 792.95  
Occ.Med.Plus/1 254.00

**Payroll.Deductions**

American.Educa./1 64.41  
AXA/1 325.00  
Collection.Svs./5 1,325.16  
Colonial.Life/1 413.55  
Fidelity.Securi/2 456.31  
I.R.S./6 81,996.20  
IA.Treasurer/4 17,591.00  
ICMA.457/10 13,289.83  
IUPAT.PPME/1 944.28  
Streichers.Inc/2 193.98  
Teamsters238/2 1,842.56  
Texas.Child.Sup/2 252.57  
TotalAdmin.Serv/5 9,495.46

**Payroll.Net**

Payroll/1 289,240.55

**Refund/Reimbursed**

GOODING.B/1 828.29  
Torrez,G/1 35.00  
Vitek,S/1 35.00  
WalMart/1 2,000.00

**Rents/Leases**

A LOT.INVESTMEN/1 806.00  
Ackley.Housing/8 1,479.00  
ALCALA,R/1 188.00  
AMES,STEVEN/21 5,700.00  
Bahr,Larry/1 264.00  
Barnes,L/1 275.00  
BJ&J.LLC/2 405.00  
BLOOD,A/1 351.00  
Borota,K/1 340.00  
BOULDER.COOP.HS/4 886.00  
Brodin,C/1 182.00  
BROWN,B/2 192.00  
Bryngelson.Corp/1 646.00  
Buckaroo.LLC/3 1,258.00  
Burr,Robert/1 268.00  
Carbajal,S/1 316.00  
Chadderdon,A/1 316.00  
Charlier,Q/1 139.00  
Chilton,M/1 450.00  
CIRSI/10 1,174.00  
CLAWSON,J/1 310.00  
CMHC.INVEST/1 251.00  
CROSSER,R/1 125.00  
Dj.Rentals.Coop/2 817.00  
Double.D.Entrp/1 384.00  
Eakin,R/1 176.00  
ECKLOR,S/3 776.00  
Elwayne.Inc./3 953.00  
Etter, W/1 482.00  
Eubanks,C/4 1,491.00  
Farrell.Propert/8 1,894.00  
Fischel.Holding/2 383.00  
Frese.Propts/4 962.00  
FRIEND,T/1 195.00  
Friendly.Valley/3 360.00  
Garcia,M/1 275.00  
Gonzales,G/1 409.00  
Gossard.Mobile/1 270.00  
Grant.Park.LLC/20 4,447.00  
Gray,D/1 459.00  
Hagele,D/1 200.00  
Hala,J/4 1,448.00  
HARRIS,T/1 324.00  
Hatch,J/1 475.00  
Hatch,R/5 2,420.00  
Henricksen,H/1 168.00  
HESSENIUS,R/3 619.00  
Hilltop.Village/5 841.00  
HOBSON,W/1 168.00  
Hodges,K/1 365.00  
Hsg.St.Cloud/1 857.00  
HUBBARD.MAPLE/3 576.00  
Iowa.PheasantAp/4 922.00  
Jared,S/2 405.00  
JBI.COOP.Assn/5 1,236.00  
JDL.Rental.Coop/1 810.00  
Johnson,S/1 490.00



BILL LIST – FEBRUARY 10, 2020

|                        |          |                        |          |
|------------------------|----------|------------------------|----------|
| Judge,M/9              | 2,889.00 | Hsg.St.Cloud/1         | 39.39    |
| Klinefelter,R/1        | 450.00   | Ia.State.Reserv/1      | 20.00    |
| Krogh,D/1              | 251.00   | Kapaun.Brown/1         | 682.00   |
| LAWSON,R/2             | 350.00   | Lavender,S/1           | 68.00    |
| Lawthers.Prop.M/3      | 1,272.00 | McAtee.Tire/2          | 186.00   |
| LUENSE,B/5             | 1,564.00 | Moran-Million,J/1      | 25.00    |
| MATNEY,L/1             | 263.00   | Ncrc.nahro/1           | 75.00    |
| Mtwn/Westown/18        | 3,732.00 | Ohalloran.Inter/2      | 1,150.00 |
| MURPHY,P/1             | 191.00   | ONE.SOURCE/2           | 30.00    |
| Natl.Mngmt.Corp/1      | 559.00   | Racom.Corp/1           | 300.00   |
| NAUGHTON,R/1           | 825.00   | Rodriguez,A/1          | 4.00     |
| NELSON,L/1             | 164.00   | SAYDEE,F/1             | 38.00    |
| North.Tama.Hsg/2       | 292.00   | Scharnweber.Wtr/1      | 27.00    |
| Oetker,D/3             | 519.00   | Serrano,A/1            | 6.00     |
| Palisade.Holdng/1      | 137.00   | T-R/1                  | 236.60   |
| Park.Elms,LLC/2        | 335.00   | <b>Supplies/Parts</b>  |          |
| Pilot.Creek/1          | 175.00   | Abundant.Playsc/2      | 1,050.00 |
| Premier.RE.Mgmt/5      | 2,438.00 | Adland.Engrvg/2        | 56.45    |
| PYLE,D/2               | 540.00   | Advance.Garage./1      | 250.00   |
| RA.Rental.Prop/1       | 358.00   | Air.Mach.Inc/1         | 260.00   |
| RD.Toledo,LLP/1        | 587.00   | American.AED/1         | 1,075.00 |
| Ream,AJ/1              | 421.00   | Arnold.Motor.Su/12     | 396.66   |
| Reed,T/11              | 3,485.00 | Barco.MuniProd/1       | 1,694.50 |
| River.Birch/3          | 860.00   | BDH/3                  | 3,197.66 |
| River.Oaks/8           | 2,654.00 | Bert.Gurney.Asc/1      | 3,060.53 |
| S.E.Invst/3            | 944.00   | Bob.Barker.Co/1        | 608.74   |
| Schmidt,M/1            | 241.00   | Browns.Shoe.Fit/2      | 337.50   |
| SCOTT,L/1              | 422.00   | City.Laundrying/15     | 980.14   |
| SESKER,R/1             | 186.00   | Cntrl.IA.Distr/3       | 1,893.55 |
| Specht,D/1             | 800.00   | Cntrl.IA.Farm/1        | 88.70    |
| Specht,G/1             | 270.00   | Cntrl.IA.Machin/1      | 4.59     |
| Squire,B/1             | 228.00   | Electric.Supply/1      | 75.00    |
| Steelsmith,G/4         | 739.00   | Environ.Resourc/2      | 677.62   |
| Stichter,R/1           | 229.00   | Fastenal.Co/4          | 105.37   |
| Sunrise.Apt/2          | 150.00   | Galls.LLC/5            | 161.98   |
| Tallcorn.Tower/18      | 4,302.00 | Gillig.LLC/4           | 1,499.22 |
| Titus,T/1              | 146.00   | Henderson.Truck/2      | 743.36   |
| TOWN.APARTMENT/3       | 268.00   | IA.D.O.T/2             | 3,439.57 |
| TREVRON,LLC/1          | 326.00   | IA.Water.Mgmt/1        | 3,195.00 |
| TTLC.Hsg/3             | 570.00   | Kapaun.Brown/1         | 480.28   |
| VanVoorst,M/1          | 222.00   | Keystone.Lab/1         | 64.00    |
| VEST,L/1               | 327.00   | LTron.Corp/1           | 308.66   |
| WARREN,C/1             | 216.00   | McAtee.Tire/2          | 256.06   |
| Weatherly.Erin/3       | 1,305.00 | Menards/2              | 14.15    |
| Worent.Inc/1           | 258.00   | Midland.Scienti/4      | 611.44   |
| ZA.Properties/2        | 772.00   | Mobotrex.Inc./1        | 3,649.00 |
| ZMOLEK,M/1             | 257.00   | Napa.Auto/5            | 174.02   |
| <b>Service/Repairs</b> |          | Nutrien.Ag.Sol/4       | 1,251.50 |
| Aguilera,O/1           | 216.35   | Office.Express/2       | 638.61   |
| Alvarez,F/1            | 31.00    | Ohalloran.Inter/7      | 815.61   |
| Aponte,M/1             | 27.00    | Sho.Biz Inc/3          | 70.76    |
| Arnold.Motor.Su/2      | 182.99   | Showroom.Auto/1        | 110.00   |
| Belin,T/1              | 7.00     | STAPLES/1              | 367.05   |
| Canine.Developm/1      | 100.00   | Storey.Kenwrthy/1      | 62.52    |
| Century.Link/25        | 470.94   | Streichers.Inc/3       | 5.00     |
| Danner,M/1             | 7.00     | Thiesens.Supply/12     | 434.34   |
| Devig,T/65             | 4,768.40 | USPCA.Reg.21/1         | 275.00   |
| ECKLOR,S/1             | 7,050.00 | Vajgrt.R/1             | 79.44    |
| Gale-Hazen,E/1         | 60.00    | Verizon.Wireles/1      | 756.70   |
| Gale-Hazen,K/1         | 105.00   | Ziegler/4              | 2,243.14 |
| Heart.of.Iowa/9        | 2,725.60 | <b>Travel/Training</b> |          |
| Holmes,K/1             | 68.00    | Krimmer,N/1            | 236.34   |

BILL LIST – FEBRUARY 10, 2020

Utilities

|                   |                   |
|-------------------|-------------------|
| AlliantEnergy/27  | 26,331.17         |
| I.R.U.A./1        | 154.86            |
| Mtwn.Wtrwrks/4    | 45.45             |
| WoodRiver.Enrgy/2 | 4,418.78          |
| <b>Total/736</b>  | <b>883,580.76</b> |

RESOLUTION APPROVING APPLICATIONS FOR TAX ABATEMENT AND NEW  
CONSTRUCTION INDUSTRIAL PROPERTY TAX EXEMPTIONS WITHIN  
APPROVED URBAN REVITALIZATION AREAS OF THE CITY OF  
MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown has heretofore adopted Ordinances designating certain Urban Revitalization Areas pursuant to provisions of Iowa Code 404; and

WHEREAS the State of Iowa allows Industrial Property Tax Exemption for qualified improvements pursuant to Iowa Code 427B; and

WHEREAS the Marshalltown City Clerk has received certain applications requesting tax abatement benefits pursuant to the provisions of Iowa Code 404 and Iowa Code 427B.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. Attached hereto are applications requesting tax abatement pursuant to previously approved and established Urban Revitalization Areas as well as qualified new construction applications for the Industrial Property Tax Exemption.

Section 2. The attached applications and requests for tax abatement and Industrial Tax Exemption are hereby approved and ratified.

Section 3. The City Clerk and City Administrator are hereby authorized and directed to forward these applications, along with a copy of this Resolution, to the County Assessor and furnish all things requested by him for a review and approval of these applications.

Passed this 10<sup>th</sup> day of February, 2020, and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

---

Joel T.S. Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

This application must be filed or postmarked to your city or county assessor by February 1 of each year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: ([www.iowa-assessors.org](http://www.iowa-assessors.org)).

**Property Information – Please Print**

Parcel number: 8418-36-108-006  
Owner: Marshalltown Company  
Property location address: 8-18 S 8th Ave  
City: Marshalltown State: IA ZIP: 50158  
Property owner mailing address: 104 South 8th Ave  
City: Marshalltown State: IA ZIP: 50158  
Phone: 641-354-7423 Email: John L@marshalltown.com

**Applicant Information – Please Print**

Name: Marshalltown Company  
Applicant mailing address: 104 South 8th Ave  
City: Marshalltown State: IA ZIP: 50158  
Phone: 641-354-7423 Email: John L@marshalltown.com

Check the box below to declare the assessed use, or intended use, of this property:

Industrial Manufacturing: ☒ Research Service Facility: ☐ Distribution Center: ☐  
Public Warehouse: ☐ Cattle Facility: ☐

1. Describe the nature of the improvement, including cost, for which an exemption is claimed. See instructions. Building Addition Completed 7-1-2019 costing \$4,500,000  
2. Is this exemption being claimed for reconstruction of existing buildings and structures?  
Yes: ☐ No: ☒

If yes, you must receive prior approval from your city council or board of supervisors. A statement verifying the granting of such approval must be submitted with this application to your assessor. If prior approval has been granted, describe in detail the reconstruction.

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and, to the best of my knowledge and belief, it is true, correct, and complete.

Owner Signature: [Signature] Title: CFO Date: 1-21-2020

**ASSESSOR USE ONLY**

I have examined this application for industrial property tax exemption and hereby certify \$ \_\_\_\_\_ of the \_\_\_\_\_ final assessed value qualifies for this property tax exemption.

Assessor signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Application for Industrial Property Tax Exemption

Iowa Code Section 427B

This application must be filed with your city or county assessor by February 1 of the year in which the property claimed for exemption is first assessed for taxation. It must be postmarked no later than February 1. Contact information for all assessors can be found at the Iowa State Association of Assessors website: [www.iowa-Assessors.org](http://www.iowa-Assessors.org)

## Applicant Contact Information – Please Print

Name: Ed HughesPhone: (641) 753-2145 Email: SNT@SNT Warehousing.Com

Read instructions on page 2 carefully

**IMPORTANT:** A single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the city council or county board of supervisors. Any property owner who is dissatisfied with their assessment may file a protest with the Board of Review between April 2 and April 30, both dates inclusive, of the year of the assessment.

Property Owner Name: Hughes Properties LLCAddress of Property claimed for exemption: 1902 E. Anson ST  
8417-31-304-005 Marshalltown, Iowa

Check the box below to declare the assessed and use, or intended use, of this property:

Industrial Manufacturing ☒Research – Service Facility ☐Distribution Center ☒Public Warehouse ☐Cattle Facility ☐

1. Describe in detail the **new construction** for which an exemption is claimed. **SEE INSTRUCTIONS.**
2. Is this exemption being claimed for **reconstruction** of existing buildings and structures? Check "Yes" or "No" below. If yes is indicated, you must receive **prior approval** from your city council or board of supervisors. A statement verifying the granting of such approval must be submitted with this application to your assessor. If prior approval has been granted, describe in detail the reconstruction.

Yes: ☐ No: ☒

I hereby swear that the information presented on this application and all attached supporting documents are true, correct, and complete.

Signature of Owner: Ed Hughes Title: President Date: 1-14-20

## For Assessor Use Only

Parcel Number: \_\_\_\_\_

I have examined this application for industrial property tax exemption and hereby certify \$ \_\_\_\_\_ of the \_\_\_\_\_ final assessed value qualifies for this property tax exemption.

Assessor Signature \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                        |                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br>RACOM Corporation                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner<br>201 W. State St.                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Phone Number of Property Owner<br>(641) 752-5820                                       |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br>201 W. State St.                                                                                                                                                                                                                                                                                                                                                                                                       |  | Building Permit Number<br>24995                                                        | Date of Building Permit<br>03/04/2019                                           |
| Parcel Identification Number (PIN)<br><span style="color: blue; font-family: cursive;">8418 26376023</span>                                                                                                                                                                                                                                                                                                                                                                          |  | New Structure ?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Remodel?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Property Legal Description<br>MARSHALL LOTS 10-12 BLK 6                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><small>Exterior: New metal siding, all new windows, all new exterior doors (including garage doors), all new landscaping, new roof, replaced approx. 60% of metal stud walls, 80% of building reinsulated<br/>Interior: all new carpet, replaced approx. 75% interior drywall, finished &amp; painted, updated 4th floor AV, bathrooms &amp; kitchenette, all new energy efficient LED lighting, updated HVAC system throughout</small> |  |                                                                                        |                                                                                 |
| Date of Project Completion<br>11/30/2019                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Final Cost of Improvement (estimate taxable valuation of increase)<br>\$625,000        |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br>Wireless Communications business                                                                                                                                                                                                                                                                                            |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project:<br>0                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Improvement District, List Urban Revitalization Area Number:                           |                                                                                 |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.** ☐

- |                                           |                                                                  |
|-------------------------------------------|------------------------------------------------------------------|
| <input type="radio"/> Three year schedule | Over three years: 100%, 100%, 100%                               |
| <input type="radio"/> Five Year schedule  | Over five years: 100%, 80%, 60%, 40%, 20%                        |
| <input type="radio"/> Ten Year schedule   | Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20% |

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

☒ **Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                   |                                                                                |                                     |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------|
| Authorized Signature<br><span style="color: blue; font-family: cursive;">Michael S. Miller</span> | Date Signed<br><span style="color: blue; font-family: cursive;">1/23/20</span> | Title (Owner/Representative)<br>CEO |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------|



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                                                 |  |                                                                                        |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Name of Property Owner:<br><b>DAVID &amp; KATHLEEN THOMPSON</b>                                                                                                                                 |  | Name of Applicant, if not Property Owner                                               |                                                                      |
| Mailing Address of Property Owner<br><b>605 WESTWOOD DR</b>                                                                                                                                     |  | Phone Number of Property Owner<br><b>(641) 753-6647</b>                                |                                                                      |
| Address of Improved Property, in Marshalltown city limits:<br><b>106 S CENTER ST</b>                                                                                                            |  | Building Permit Number                                                                 | Date of Building Permit                                              |
| Parcel Identification Number (PIN)<br><b>841835204013</b>                                                                                                                                       |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Property Legal Description<br><b>MARSHALL LOTS 7 TO 9 BLOCK 21</b>                                                                                                                              |  |                                                                                        |                                                                      |
| Describe the Improvements to the Property<br><b>NEW COMMERCIAL BUILDING</b>                                                                                                                     |  |                                                                                        |                                                                      |
| Date of Project Completion<br><b>DECEMBER 2019</b>                                                                                                                                              |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><b>600,000</b>   |                                                                      |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><b>COMMERCIAL PROPERTY IN DOWNTOWN</b> |  |                                                                                        |                                                                      |
| Number of Residential Units upon completion of the project:<br><b>ZERO</b>                                                                                                                      |  | Improvement District, List Urban Revitalization Area Number:<br><b>COMMERCIAL</b>      |                                                                      |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.** ☐

- ☐ Three year schedule      Over three years: 100%, 100%, 100%  
☐ Five Year schedule      Over five years: 100%, 80%, 60%, 40%, 20%  
☐ Ten Year schedule      Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

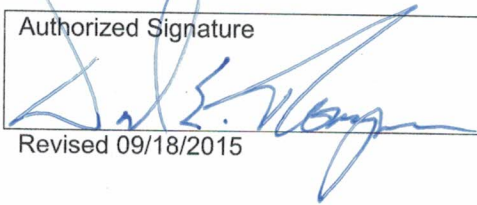
☒ **Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                            |                                 |                                              |
|------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------|
| Authorized Signature<br> | Date Signed<br><b>1/27/2020</b> | Title (Owner/Representative)<br><b>Owner</b> |
|------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------|

Revised 09/18/2015

# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                             |  |                                                                                        |                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><b>BEVERLY STREETER</b>                                                                                                                          |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner                                                                                                                                           |  | Phone Number of Property Owner:<br><b>641-753-8414</b>                                 |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><b>808 W LINN STREET</b>                                                                                      |  | Building Permit Number<br><b>25070</b>                                                 | Date of Building Permit<br><b>5-10-19</b>                                       |
| Parcel Identification Number (PIN)<br><b>841834232003</b>                                                                                                                   |  | New Structure ?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Remodel?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Property Legal Description<br><b>GILLESPIE'S 2ND ADD LOT 9 BLK 3</b>                                                                                                        |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><b>NEW DETACHED DOUBLE GARAGE</b>                                                                                              |  |                                                                                        |                                                                                 |
| Date of Project Completion<br><b>12/20/2019</b>                                                                                                                             |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><b>\$25,000</b>  |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><b>RESIDENTIAL</b> |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project: <b>1</b>                                                                                                        |  | Improvement District, List Urban Revitalization Area Number: <b>3-2</b>                |                                                                                 |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.**

- ☐ Three year schedule      Over three years: 100%, 100%, 100%  
☐ Five Year schedule      Over five years: 100%, 80%, 60%, 40%, 20%  
☒ Ten Year schedule      Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

**Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                            |                              |                                              |
|------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------|
| Authorized Signature<br> | Date Signed<br><b>1-2-20</b> | Title (Owner/Representative)<br><b>owner</b> |
|------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------|

Revised 09/18/2015

*pd 1-2-2020*



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                              |  |                                                                                        |                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Name of Property Owner:<br><b>Josh Denato</b>                                                                                                                                |  | Name of Applicant, if not Property Owner                                               |                                                                      |
| Mailing Address of Property Owner<br><b>3504 Merritt Rd</b>                                                                                                                  |  | Phone Number of Property Owner<br><b>641-691-4691</b>                                  |                                                                      |
| Address of Improved Property, in Marshalltown city limits:<br><b>3504 Merritt Rd</b>                                                                                         |  | Building Permit Number<br><b>25122</b>                                                 | Date of Building Permit<br><b>6-26-19</b>                            |
| Parcel Identification Number (PIN)<br><b>831805253 006</b>                                                                                                                   |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Property Legal Description<br><b>MILK PARK 3rd Add Lot 17</b>                                                                                                                |  |                                                                                        |                                                                      |
| Describe the Improvements to the Property<br><b>new home</b>                                                                                                                 |  |                                                                                        |                                                                      |
| Date of Project Completion<br><b>12-1-2019</b>                                                                                                                               |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><b>\$250,000</b> |                                                                      |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><b>Agricultural</b> |  |                                                                                        |                                                                      |
| Number of Residential Units upon completion of the project:<br><b>one</b>                                                                                                    |  | Improvement District, List Urban Revitalization Area Number:<br><b>3-1</b>             |                                                                      |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below.

- ☐ Three year schedule Over three years: 100%, 100%, 100%  
☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%  
☒ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units - \$2,500)

## ☒ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                             |                                |                                                              |
|-------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------|
| Authorized Signature<br> | Date Signed<br><b>12-30-19</b> | Title (Owner/Representative)<br><b>Josh Denato<br/>OWNER</b> |
|-------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------|

Revised 09/18/2015

# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                                  |  |                                                                                        |                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br>MHS Properties                                                                                                                                        |  | Name of Applicant, if not Property Owner<br>Joseph T. Carter                           |                                                                                 |
| Mailing Address of Property Owner<br>610 Elmwood Drive, Marshalltown, IA 50158                                                                                                   |  | Phone Number of Property Owner<br>641-751-8577                                         |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br>1203 South 6th Street                                                                                              |  | Building Permit Number<br>24524 & 24525                                                | Date of Building Permit<br>July 16, 2018                                        |
| Parcel Identification Number (PIN)<br>8318-03-226-008                                                                                                                            |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br>Parcel A in NE Fr1/4 of NE Fr1/4 of Sect 3, Township 83 North, Range 18 West of 5th P.M., in<br><u>CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA</u> |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br>2 buildings were newly built, each housing 7 rental units, for a total of 14 new rental units.                                      |  |                                                                                        |                                                                                 |
| Date of Project Completion<br>October 2019                                                                                                                                       |  | Final Cost of Improvement (estimate taxable valuation of increase)<br>\$1,800,000      |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br>Crosby Pool             |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project: 14                                                                                                                   |  | Improvement District, List Urban Revitalization Area Number:<br><u>3-2</u>             |                                                                                 |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.** ☐

- ☐ Three year schedule Over three years: 100%, 100%, 100%
- ☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
- ☒ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

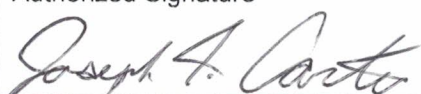
☒ **Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                            |                         |                                       |
|------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|
| Authorized Signature<br> | Date Signed<br>12/16/19 | Title (Owner/Representative)<br>OWNER |
|------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|

Revised 09/18/2015



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                                 |  |                                                                                        |                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><i>Michael &amp; Julie Bloom</i>                                                                                                                     |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner<br><i>1604 W Olive St</i>                                                                                                                     |  | Phone Number of Property Owner<br><i>641-750-1666</i>                                  |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><i>1604 W Olive St</i>                                                                                            |  | Building Permit Number                                                                 | Date of Building Permit                                                         |
| Parcel Identification Number (PIN)<br><i>8318-03-301-021</i>                                                                                                                    |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><i>03-83-18 Parcel K/2 NW SW</i>                                                                                                                  |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><i>new home</i>                                                                                                                    |  |                                                                                        |                                                                                 |
| Date of Project Completion<br><i>12-20-2019</i>                                                                                                                                 |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><i>450,000</i>   |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><i>forest preserve</i> |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project:<br><i>1</i>                                                                                                         |  | Improvement District, List Urban Revitalization Area Number:<br><i>3-1</i>             |                                                                                 |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☒ Three year schedule Over three years: 100%, 100%, 100%
- ☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
- ☐ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units - \$2,500)

## ☐ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                              |                                  |                                              |
|----------------------------------------------|----------------------------------|----------------------------------------------|
| Authorized Signature<br><i>Michael Bloom</i> | Date Signed<br><i>12/10/2019</i> | Title (Owner/Representative)<br><i>OWNER</i> |
|----------------------------------------------|----------------------------------|----------------------------------------------|

# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                              |  |                                                                                        |                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Name of Property Owner:<br><b>JAMES RODGERS</b>                                                                                                                              |  | Name of Applicant, if not Property Owner                                               |                                                                      |
| Mailing Address of Property Owner<br><b>3501 MERRITT RD</b>                                                                                                                  |  | Phone Number of Property Owner<br><b>(641) 691-1735</b>                                |                                                                      |
| Address of Improved Property, in Marshalltown city limits:<br><b>3501 MERRITT RD</b>                                                                                         |  | Building Permit Number                                                                 | Date of Building Permit                                              |
| Parcel Identification Number (PIN)<br><b>8318-05-252-006</b>                                                                                                                 |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Property Legal Description<br><b>MILO PARK 3RD ADD LOT 18</b>                                                                                                                |  |                                                                                        |                                                                      |
| Describe the Improvements to the Property<br><b>NEW SINGLE FAMILY RESIDENTIAL</b>                                                                                            |  |                                                                                        |                                                                      |
| Date of Project Completion<br><b>8/6/2019</b>                                                                                                                                |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><b>\$291,000</b> |                                                                      |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><b>AGRICULTURAL</b> |  |                                                                                        |                                                                      |
| Number of Residential Units upon completion of the project:<br><b>SINGLE</b>                                                                                                 |  | Improvement District, List Urban Revitalization Area Number:<br><b>3-1</b>             |                                                                      |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.** ☐

- ☐ Three year schedule      Over three years: 100%, 100%, 100%  
☐ Five Year schedule      Over five years: 100%, 80%, 60%, 40%, 20%  
☒ Ten Year schedule      Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

☐ **Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                                                            |                                  |                                              |
|------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------|
| Authorized Signature<br> | Date Signed<br><b>10/30/2019</b> | Title (Owner/Representative)<br><b>OWNER</b> |
|------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------|

Revised 09/18/2015

SC



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                        |  |                                                                                        |                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><i>Jeffrey Paul Homes LLC</i>                                                                                                               |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner<br><i>2310 SE Delaware Ave Suite G #288 Ankeny, IA 50021</i>                                                                         |  | Phone Number of Property Owner<br><i>515-444-7673</i>                                  |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><i>2901 Jackie Terrace</i>                                                                               |  | Building Permit Number<br><i>25030</i>                                                 | Date of Building Permit<br><i>4/3/19</i>                                        |
| Parcel Identification Number (PIN)<br><del>123456789123456</del> <i>8318-11-305-018</i>                                                                                |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><i>South Pointe 2nd Addl Lot 8</i>                                                                                                       |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><i>New single family home</i>                                                                                             |  |                                                                                        |                                                                                 |
| Date of Project Completion<br><i>9/30/2019</i>                                                                                                                         |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><i>\$195,000</i> |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property: <i>Empty lot</i> |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project:<br><i>One</i>                                                                                              |  | Improvement District, List Urban Revitalization Area Number:<br><i>3-3</i>             |                                                                                 |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☒ Three year schedule Over three years: 100%, 100%, 100%
- ☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
- ☐ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

## ☒ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                            |                               |                                              |
|--------------------------------------------|-------------------------------|----------------------------------------------|
| Authorized Signature<br><i>[Signature]</i> | Date Signed<br><i>10/9/19</i> | Title (Owner/Representative)<br><i>Owner</i> |
|--------------------------------------------|-------------------------------|----------------------------------------------|



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                                            |  |                                                                                        |                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><i>Randall L + Ruth A. Gilgen</i>                                                                                                               |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner<br><i>910 Prairie Ln.</i>                                                                                                                |  | Phone Number of Property Owner<br><i>641-752-4485</i>                                  |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><i>910 Prairie Ln.</i>                                                                                       |  | Building Permit Number<br><i>24948</i>                                                 | Date of Building Permit<br><i>Dec 2018</i>                                      |
| Parcel Identification Number (PIN)<br><i>8318-10-404-014</i>                                                                                                               |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><i>Block three - Prairie Hills 3<sup>rd</sup> Addition Lot 4</i>                                                                             |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><i>New Home construction</i>                                                                                                  |  |                                                                                        |                                                                                 |
| Date of Project Completion<br><i>7-26-19</i>                                                                                                                               |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><i>188,000</i>   |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:<br><i>vacant lot</i> |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project:<br><i>1</i>                                                                                                    |  | Improvement District, List Urban Revitalization Area Number:<br><i>3-2</i>             |                                                                                 |

**Residential Only - Select one of the Tax Abatement Exemption Schedules below.**

- ☐ Three year schedule      Over three years: 100%, 100%, 100%  
☒ Five Year schedule      Over five years: 100%, 80%, 60%, 40%, 20%  
☐ Ten Year schedule      Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit. (e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units— \$2,500)

**Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                                                 |                               |                                              |
|-----------------------------------------------------------------|-------------------------------|----------------------------------------------|
| Authorized Signature<br><i>Randall L Gilgen, Ruth A. Gilgen</i> | Date Signed<br><i>8-28-19</i> | Title (Owner/Representative)<br><i>Owner</i> |
|-----------------------------------------------------------------|-------------------------------|----------------------------------------------|

# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                       |  |                                                                                       |                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><i>James M Stanton</i>                                                                                                     |  | Name of Applicant, if not Property Owner                                              |                                                                                 |
| Mailing Address of Property Owner<br><i>PO Box 26 Haverhill IA 50120</i>                                                                              |  | Phone Number of Property Owner<br><i>641-485-2518</i>                                 |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><i>512 Craig Circle</i>                                                                 |  | Building Permit Number<br><i>24780</i>                                                | Date of Building Permit<br><i>October 2019 (23rd)</i>                           |
| Parcel Identification Number (PIN)<br><i>831812109006</i>                                                                                             |  | New Structure?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><i>Sugar Creek Estate 7th ADD LOT 4</i>                                                                                 |  |                                                                                       |                                                                                 |
| Describe the Improvements to the Property<br><i>new construction</i>                                                                                  |  |                                                                                       |                                                                                 |
| Date of Project Completion<br><i>June 11 2019</i>                                                                                                     |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><i>285,000</i>  |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property: |  |                                                                                       |                                                                                 |
| Number of Residential Units upon completion of the project:<br><i>1</i>                                                                               |  | Improvement District, List Urban Revitalization Area Number:<br><i>3-5</i>            |                                                                                 |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☒ Three year schedule Over three years: 100%, 100%, 100%
- ☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
- ☐ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

## ☐ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                            |                               |                                              |
|--------------------------------------------|-------------------------------|----------------------------------------------|
| Authorized Signature<br><i>[Signature]</i> | Date Signed<br><i>6/10/19</i> | Title (Owner/Representative)<br><i>Owner</i> |
|--------------------------------------------|-------------------------------|----------------------------------------------|

Revised 09/18/2015

*pd  
6-10-19  
PSD*



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                       |  |                                                                                           |                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><b>Ansel Royal J. Youngblood</b>                                                                                           |  | Name of Applicant, if not Property Owner                                                  |                                                                                 |
| Mailing Address of Property Owner<br><b>2913 Jackie Terrace</b>                                                                                       |  | Phone Number of Property Owner<br><b>309-255-4362</b>                                     |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><b>2913 Jackie Terrace</b>                                                              |  | Building Permit Number                                                                    | Date of Building Permit                                                         |
| Parcel Identification Number (PIN)<br><b>8318-11-304-018</b>                                                                                          |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><b>South Pointe 2nd Add Lot 20</b>                                                                                      |  |                                                                                           |                                                                                 |
| Describe the Improvements to the Property<br><b>New Construction Home</b>                                                                             |  |                                                                                           |                                                                                 |
| Date of Project Completion<br><b>4/26/19</b>                                                                                                          |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><b>\$240,742.00</b> |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property: |  |                                                                                           |                                                                                 |
| Number of Residential Units upon completion of the project:<br><b>1</b>                                                                               |  | Improvement District, List Urban Revitalization Area Number:<br><b>3-3</b>                |                                                                                 |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☒ Three year schedule      Over three years: 100%, 100%, 100%  
☐ Five Year schedule      Over five years: 100%, 80%, 60%, 40%, 20%  
☐ Ten Year schedule      Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.  
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units- \$2,500)

## ☐ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                    |                              |                              |
|------------------------------------|------------------------------|------------------------------|
| Authorized Signature<br><b>ARJ</b> | Date Signed<br><b>6/5/19</b> | Title (Owner/Representative) |
|------------------------------------|------------------------------|------------------------------|

Revised 09/18/2015

*PR*  
*6/5/19*



# CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

|                                                                                                                                                       |  |                                                                                        |                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Name of Property Owner:<br><i>Ethan &amp; Bryce Haughey</i>                                                                                           |  | Name of Applicant, if not Property Owner                                               |                                                                                 |
| Mailing Address of Property Owner<br><i>2906 Cooper Ln. Marshalltown, IA 50158</i>                                                                    |  | Phone Number of Property Owner<br><i>641-485-5714</i>                                  |                                                                                 |
| Address of Improved Property, in Marshalltown city limits:<br><i>2906 Cooper Ln. Marshalltown, IA 50158</i>                                           |  | Building Permit Number                                                                 | Date of Building Permit                                                         |
| Parcel Identification Number (PIN)<br><i>831811304009</i>                                                                                             |  | New Structure ?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Remodel?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Property Legal Description<br><i>Lot thirteen in South Pointe 1<sup>st</sup> addition to Marshall</i>                                                 |  |                                                                                        |                                                                                 |
| Describe the Improvements to the Property<br><i>New build</i>                                                                                         |  |                                                                                        |                                                                                 |
| Date of Project Completion<br><i>March 2019</i>                                                                                                       |  | Final Cost of Improvement (estimate taxable valuation of increase)<br><i>220,000</i>   |                                                                                 |
| What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property: |  |                                                                                        |                                                                                 |
| Number of Residential Units upon completion of the project:<br><i>1</i>                                                                               |  | Improvement District, List Urban Revitalization Area Number:<br><i>3-3</i>             |                                                                                 |

## Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☒ Three year schedule Over three years: 100%, 100%, 100%
- ☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
- ☐ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit. (e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units - \$2,500)

## ☒ Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1<sup>st</sup> of the year in which the improvements included in the project are to be first assessed for taxation.

|                                            |                                     |                                              |
|--------------------------------------------|-------------------------------------|----------------------------------------------|
| Authorized Signature<br><i>[Signature]</i> | Date Signed<br><i>19 MARCH 2019</i> | Title (Owner/Representative)<br><i>Owner</i> |
|--------------------------------------------|-------------------------------------|----------------------------------------------|

**RESOLUTION**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**and**  
**CITY OF MARSHALLTOWN**  
**for**  
**REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Rock Island District, U.S. Army Corps of Engineers, and the City of Marshalltown, Marshall County, Iowa, (hereinafter referred to as the "Public Sponsor"), represented by Justin Nickei Public Works Director.

WITNESSETH THAT:

WHEREAS, the Government constructed a flood control project (hereinafter referred to as the project) authorized by the Flood Control Act of 1965, Public Law 89-298, substantially in accordance with the recommendations of the Chief of Engineers in House Document No. 166, 89<sup>th</sup> Congress, 1<sup>st</sup> Session and governed by the Agreement of Local Assurances dated 10 March 1969 and entitled Assurances, Iowa River at Marshalltown, Iowa, Local Flood Protection Project, and which remains in full effect;

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

WHEREAS, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, Public Sponsor hereby represents that it has the authority and legal capability to finish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

NOW THEREFORE, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term 'Rehabilitation Effort' shall mean the structural repair of the damaged levee. The proposed repair work will include filling the scour areas with a bedding stone to restore the

levee template. Additionally, bedding stone and riprap will be placed along the riverside slope of the levee within the damaged areas in order to protect from further erosion. All as generally described in the report entitled Project Information Report, PL 84-99 Rehabilitation of Damaged Flood Control Works, Marshalltown, IA Flood Risk Management Project, Marshall County, Iowa, dated September 2019 prepared by the District Engineer, U.S. Army Engineer District, Rock Island, Illinois, and approved by the Division Engineer on 3 December 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. Term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (and using funds provided by the Public Sponsor) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.



C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$ 0 (zero) towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV – METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$1,058,000 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$ 0 (zero). In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$ 0 (zero). The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Rock Island" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V – CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$ 0 (zero) for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.



## **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

## **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

## **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring)

for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:  
Justin Nickel, Public Works Director  
24 N Center St  
Marshalltown, IA 50158

If to the Government:  
U.S. Army Corps of Engineers  
District Engineer  
Clock Tower Building  
P.O. Box 2004  
Rock Island, Illinois 62101-2004

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF MARSHALLTOWN

BY: \_\_\_\_\_

Steven M. Sattinger, P.E.  
Colonel, U.S. Army  
Commander & District Engineer

BY: \_\_\_\_\_

Joel Greer  
Mayor  
City of Marshalltown

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 undersigned, 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 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 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 \$100,000 for each such failure.

DATED this \_\_ day of \_\_, 20\_\_

---

Justin Nickel  
Public Works Director  
City of Marshalltown

CITY OF MARSHALLTOWN, IOWA

---

Joel Greer, Mayor

ATTEST:

---

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING THE TRANSFER OF INSURANCE PROCEEDS  
REMAINING FROM THE SENIOR CITIZENS BUILDING DEMOLITION PROJECT  
TO FUND 383 FOR THE COLISEUM RENOVATION**

**WHEREAS**, the City of Marshalltown accepted an actual cash value payment for tornado damage to the Senior Citizens Building in the amount of \$692,571.96; and

**WHEREAS**, Project TOR18006 was undertaken to demolish the structure and restore the site at 20 East State Street; and

**WHEREAS**, said project is now complete with \$428,238.56 remaining unspent of the insurance proceeds; and

**WHEREAS**, the Coliseum Renovation project requires local funds to support the cost of the project;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the Finance Director is hereby authorized to transfer \$428,238.56 from Fund 145 to Fund 383 for the renovation of the Veterans Memorial Coliseum.

Passed this 10<sup>th</sup> day of February, 2020 and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

July-June 202

City of Marshalltown  
24 N Center Street  
Marshalltown, IA 50158  
641-754-5701

21858

**Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor**<https://tax.iowa.gov>**Instructions on the reverse side**For period (MM/DD/YYYY) 6/7/30/2020 through June 30, 2021

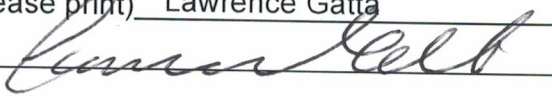
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**Trade Name/DBA Dollar General Store #21858Physical Location Address 104 W State Street City Marshalltown ZIP 50158Mailing Address 100 Mission Ridge, ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072Business Phone Number (615) 855-4000**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgencorp, LLCMailing Address 100 Mission Ridge, ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072Phone Number (615) 855-4000 Fax Number (877) 364-4130 Email Tax-beerandwinelicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See In: Separate Checks  
Please Return checks to: Daniel Hogue)

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print) Lawrence GattaSignature 

Date \_\_\_\_\_

Name (please print) v-309879

Signature \_\_\_\_\_ Tobacco City \_\_\_\_\_

Date \_\_\_\_\_ \$100.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



July-June 2020

City of Marshalltown  
24 N Center Street  
Marshalltown, IA 50158  
641-754-5701

21858

**Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

**Instructions on the reverse side**

For period (MM/DD/YYYY) 2 / 15 / 2020 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Dollar General Store #21858

Physical Location Address 104 W State Street City Marshalltown ZIP 50158

Mailing Address 100 Mission Ridge, ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072

Business Phone Number (615) 855-4000

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLC

Mailing Address 100 Mission Ridge, ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072

Phone Number (615) 855-4000 Fax Number (877) 364-4130 Email Tax-beerandwinlicense@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See In: Separate Checks  
Please Return checks to: Daniel Hogue)

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☒ Retail Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Lawrence Gatta

Signature [Signature]

Date \_\_\_\_\_

Name (please print) v-309879

Signature Tobacco City

Date \$50.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$50
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

RESOLUTION ORDERING CONSTRUCTION OF THE 2019 PCC PATCH REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, PROJECT NO. STR19002

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the 2019 PCC Patch Repair, Project No. STR19002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. STR19002, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the 2019 PCC Patch Repair Project- Lincoln Tower Circle, Marion Street, and 18<sup>th</sup> Street in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR19002, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2019 PCC Patch Repair fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 24th day of February, 2020, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 3rd day of March 2020. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 9<sup>th</sup> day of March 2020, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 10<sup>th</sup> day of February, 2020 and signed this \_\_\_\_\_ day of February 2020.

CITY OF MARSHALLTOWN, IOWA

---

Joel Greer, Mayor

ATTEST:

---

Shari L. Coughenour, CMC, City Clerk

# 2019 PCC PATCH REPAIR LINCOLN TOWER CIRCLE, MARION STREET AND 18TH STREET

**PROJECT NO - STR 19002**

THE MARSHALLTOWN GENERAL CONDITIONS,  
SUPPLEMENTARY CONDITIONS AND STANDARD  
SPECIFICATIONS SHALL APPLY TO CONSTRUCTION  
ON THIS PROJECT.

| INDEX   |                                       |
|---------|---------------------------------------|
| SHEET   | DESCRIPTION                           |
| 1       | COVER SHEET                           |
| 2       | PLAN NOTES AND ESTIMATED QUANTITIES   |
| 3       | LOCATION MAP                          |
| 4 - 5   | LINCOLN TOWER CIRCLE PCC PATCH REPAIR |
| 6 - 9   | MARION STREET PCC PATCH REPAIR        |
| 10 - 13 | 18TH AVENUE PCC PATCH REPAIR          |

# PROJECT LOCATION



## UTILITY COMPANIES

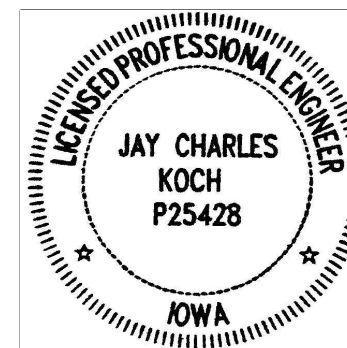
**GAS & ELECTRIC: ALLIANT ENERGY**  
**PHONE: IOWA ONE CALL -1-800-292-8989**

TELEPHONE: CENTURY LINK  
PHONE: IOWA ONE CALL -1-800-292-8989

WATER: MARSHALLTOWN WATER WORKS  
CONTACT: SHELLI LOVELL  
PHONE: (641) 753-7913

SEWER: CITY OF MARSHALLTOWN  
CONTACT: TROY McGAHUEY  
PHONE: (641) 754-5749

TRAFFIC SIGNALS & CITY STREET LIGHTS  
CITY OF MARSHALLTOWN  
CONTACT: DAVID DATERS  
PHONE: (641) 754-5734



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

Name : Jay C. Koch, P.E. Iowa Reg. No. P25428  
Signature Jay C. Koch Date 01/27/2020  
My registration expires December 21st, 2020  
Sheet covered by this seal : ALL

[illegible]

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.

Registration No. P25428



DEPARTMENT OF PUBLIC WORKS  
24 N. CENTER ST., MARSHALLTOWN, IA. 50158  
PH. (641) 754-5734

|                     |  |
|---------------------|--|
| Drawn By: JCK       |  |
| Chk' By: JCK        |  |
| Proj. No: STR-19002 |  |
| Dwg. No: LTC-DWG-1  |  |
| VP. No: COVER       |  |
| Date: 1/27/20       |  |

COVER SHEET

## 2019 PCC PATCH REPAIRS MARSHALLTOWN, IOWA



GENERAL NOTES

It is the Contractor's responsibility to contact the various utility companies to determine the exact location of all utilities and to provide adequate protection of poles, wires, cables, conduits and pipe lines. The Contractor will be liable for any damage to utilities caused by his work. Should any utilities need to be adjusted or moved, the Contractor shall coordinate his work with the utility companies to provide ample time for the utility company to complete their work.

The Contractor shall protect private property from damage during construction and shall "hold harmless" the City for any damage to either public or private property or personal injury caused from his/her work.

The City reserves the right to determine the order in which the work will proceed. The Contractor is required to submit a written plan outlining his traffic control plan, proposed schedule and sequence of construction, prior to beginning the construction.

Public Access: The Contractor shall exercise reasonable means to maintain the construction area open to local traffic for access to property's abutting the construction zone. In any event, the construction zone shall be accessible to emergency vehicles at all times.

GENERAL INFORMATION

Subgrade Treatment (TriAx Geogrid):

The subgrade treatment shall be a TriAx Geogrid material placed in accordance with the manufacturer's specifications. The TriAx Geogrid fabric shall be Tensar TX140 Geogrid or Engineer's approved equal. Patch locations shall be determined and verified by the engineer.

Full Depth Patches - 8" PCC Pavement:

All full depth patches shall be constructed a minimum of 8" thick with Class C or M concrete. All existing dowel and tie bars shall be cut off and replaced. All dowel and tie bars for joint construction shall be epoxy coated and meeting requirements of Sections 7010/7040.

Integral Curb & Gutter

is included in the quantities for full-depth patches. The curb shall be constructed in accordance with Marshalltown Standard Plan MD-2 Curb & Gutter Details.

Fillet Sections

are included in the quantities for full-depth patches. The Fillet Sections shall be constructed in accordance with Marshalltown Standard Plan MR-6 Typical Street Intersection Layout.

Manhole Boxouts

are included in the quantities for full-depth patches. The Manhole Boxouts shall be constructed in accordance with Marshalltown Standard Plan MS-3 Manhole Boxout Details.

Perimeter Joints

Transverse Joint: Type 'RD' Joint w/ #6 x 18" Dowel Bars @ 12" Centers.

Longitudinal Joint: Type 'BT-5' Joint w/ #4 x 30" Rigid Tie Bars @ 30" Centers.

Interior Joints

Transverse Joint: Type 'CD' Joint w/ #10 x 18" Dowel Bars @ 12" Centers.

Longitudinal Joint: Type 'BT-2' Joint w/ #5 x 30" Rigid Tie Bars @ 30" Centers.

Joint Sealant: All joints shall be saw cut and sealed according to the requirements of Section 7010/7040.

Subbase Over-Excavation: The Subbase Over-Excavation material shall be Granular Subbase or Modified Subbase meeting the requirements of Section 2010. Material shall be placed and compacted in accordance with Section 2010.

Temporary Traffic Control: Traffic control shall comply with Section 8030; and Part VI of the current Manual on Uniform Traffic Control Devices (MUTCD).

Mobilization: Mobilization shall be in accordance with Section 11.020.

Concrete Washout: The Concrete Washout shall be in accordance with Section 11.050.

Lincoln Tower Circle

| Patch #                                 | Full Depth PCC Patch (SqYd) | Full Depth PCC Patch (Payment) (SqYd) | Below Grade Excavation (3" Nom.) | Subgrade Treatment (SqYd) | Subbase (1" Nom.) (Ton) |
|-----------------------------------------|-----------------------------|---------------------------------------|----------------------------------|---------------------------|-------------------------|
| 1                                       | 17.5                        | 18.0                                  | 1.5                              |                           | 1.0                     |
| 2                                       | 178.2                       | 178.0                                 | 14.9                             |                           | 9.7                     |
| 3                                       | 23.4                        | 23.0                                  | 2.0                              |                           | 1.3                     |
| 4                                       | 51.5                        | 52.0                                  | 4.3                              |                           | 2.8                     |
| 5                                       | 34.0                        | 34.0                                  | 2.8                              |                           | 1.8                     |
| Fillet                                  | 14.7                        | 15.0                                  | 1.2                              |                           | 0.8                     |
| Total Full Depth Patch (1 & 5 & Fillet) | 319.3                       | 320                                   | 27                               |                           | 18.0                    |

Marion St Patch Repair

| Patch #                 | Full Depth PCC Patch (SqYd) | Full Depth PCC Patch (Payment) (SqYd) | Below Grade Excavation (3" Nom.) | Subgrade Treatment (SqYd) | Subbase (1" Nom.) (Ton) |
|-------------------------|-----------------------------|---------------------------------------|----------------------------------|---------------------------|-------------------------|
| 1                       | 3.0                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 2                       | 11.4                        | 11.0                                  | 1.0                              |                           | 0.6                     |
| 3                       | 10.4                        | 10.0                                  | 0.9                              |                           | 0.6                     |
| 4                       | 6.7                         | 7.0                                   | 0.6                              |                           | 0.4                     |
| 5                       | 5.3                         | 5.0                                   | 0.4                              |                           | 0.3                     |
| 6                       | 5.2                         | 5.0                                   | 0.4                              |                           | 0.3                     |
| 7                       | 4.1                         | 4.0                                   | 0.3                              |                           | 0.2                     |
| 8                       | 2.0                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 9                       | 3.0                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 10                      | 2.8                         | 3.0                                   | 0.2                              |                           | 0.2                     |
| 11                      | 13.8                        | 14.0                                  | 1.1                              |                           | 0.7                     |
| 12                      | 1.8                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 13                      | 7.1                         | 7.0                                   | 0.6                              |                           | 0.4                     |
| 14                      | 4.7                         | 5.0                                   | 0.4                              |                           | 0.3                     |
| 15                      | 3.2                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 16                      | 11.0                        | 11.0                                  | 0.9                              |                           | 0.6                     |
| 17                      | 2.9                         | 3.0                                   | 0.2                              |                           | 0.2                     |
| Total Full Depth Patch: | 98.5                        | 98                                    | 9                                |                           | 5.4                     |

South 18th Ave Patch Repair

| Patch #                           | Full Depth PCC Patch (SqYd) | Full Depth PCC Patch (Payment) (SqYd) | Below Grade Excavation (3" Nom.) | Subgrade Treatment (SqYd) | Subbase (1" Nom.) (Ton) |
|-----------------------------------|-----------------------------|---------------------------------------|----------------------------------|---------------------------|-------------------------|
| 1                                 | 2.1                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 4                                 | 1.6                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 5                                 | 1.9                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 6                                 | 2.9                         | 3.0                                   | 0.2                              |                           | 0.2                     |
| 7                                 | 3.2                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 8                                 | 1.7                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 9                                 | 2.0                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 10                                | 1.6                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 11                                | 1.2                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 12                                | 1.2                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 13                                | 1.4                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 14                                | 1.9                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 15                                | 1.6                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 16                                | 1.3                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 17                                | 2.3                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 18                                | 2.1                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 19                                | 2.9                         | 3.0                                   | 0.2                              |                           | 0.2                     |
| 19                                | 2.9                         | 3.0                                   | 0.2                              |                           | 0.2                     |
| 20                                | 3.6                         | 4.0                                   | 0.3                              |                           | 0.2                     |
| 21                                | 2.4                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 22                                | 2.3                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 23                                | 4.3                         | 4.0                                   | 0.4                              |                           | 0.2                     |
| 24                                | 3.3                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 25                                | 3.1                         | 3.0                                   | 0.3                              |                           | 0.2                     |
| 26                                | 2.2                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 27                                | 2.0                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 28                                | 1.6                         | 2.0                                   | 0.1                              |                           | 0.1                     |
| 29                                | 3.9                         | 4.0                                   | 0.3                              |                           | 0.2                     |
| 30                                | 2.1                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 31                                | 1.9                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 32                                | 2.3                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 33                                | 2.2                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 34                                | 2.0                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 35                                | 2.2                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 36                                | 2.2                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| 37                                | 2.0                         | 2.0                                   | 0.2                              |                           | 0.1                     |
| Total Full Depth Patch: (1, 3-37) | 81.6                        | 84                                    | 7                                |                           | 4.5                     |

South 18th Ave Patch Repair

| Patch #                                       | Full Depth PCC Patch (SqYd) | Full Depth PCC Patch (Payment) (SqYd) | Below Grade Excavation (14" Nom.) | Subgrade Treatment (SqYd) | Subbase (12" Nom.) (Ton) |
|-----------------------------------------------|-----------------------------|---------------------------------------|-----------------------------------|---------------------------|--------------------------|
| 2                                             | 215.7                       | 216.0                                 | 83.9                              | 215.7                     | 140.7                    |
| 3                                             | 108.1                       | 108.0                                 | 42.0                              | 108.1                     | 70.5                     |
| Total Full Depth Patch w/12" Subbase: (2 & 3) | 323.8                       | 324                                   | 126                               | 324                       | 211.3                    |

PLAN NOTES & ESTIMATED QUANTITIES

2019 PCC PATCH REPAIRS MARSHALLTOWN, IOWA

Drawn By: JCK

Chk By: JCK

Proj. No: STR-19002

Dwg. No: LTCDWG-1

VP. No: NOTES

Date: 1/27/20

the City of Marshalltown

DEPARTMENT OF PUBLIC WORKS

24 N. CENTER ST., MARSHALLTOWN, IA, 50158

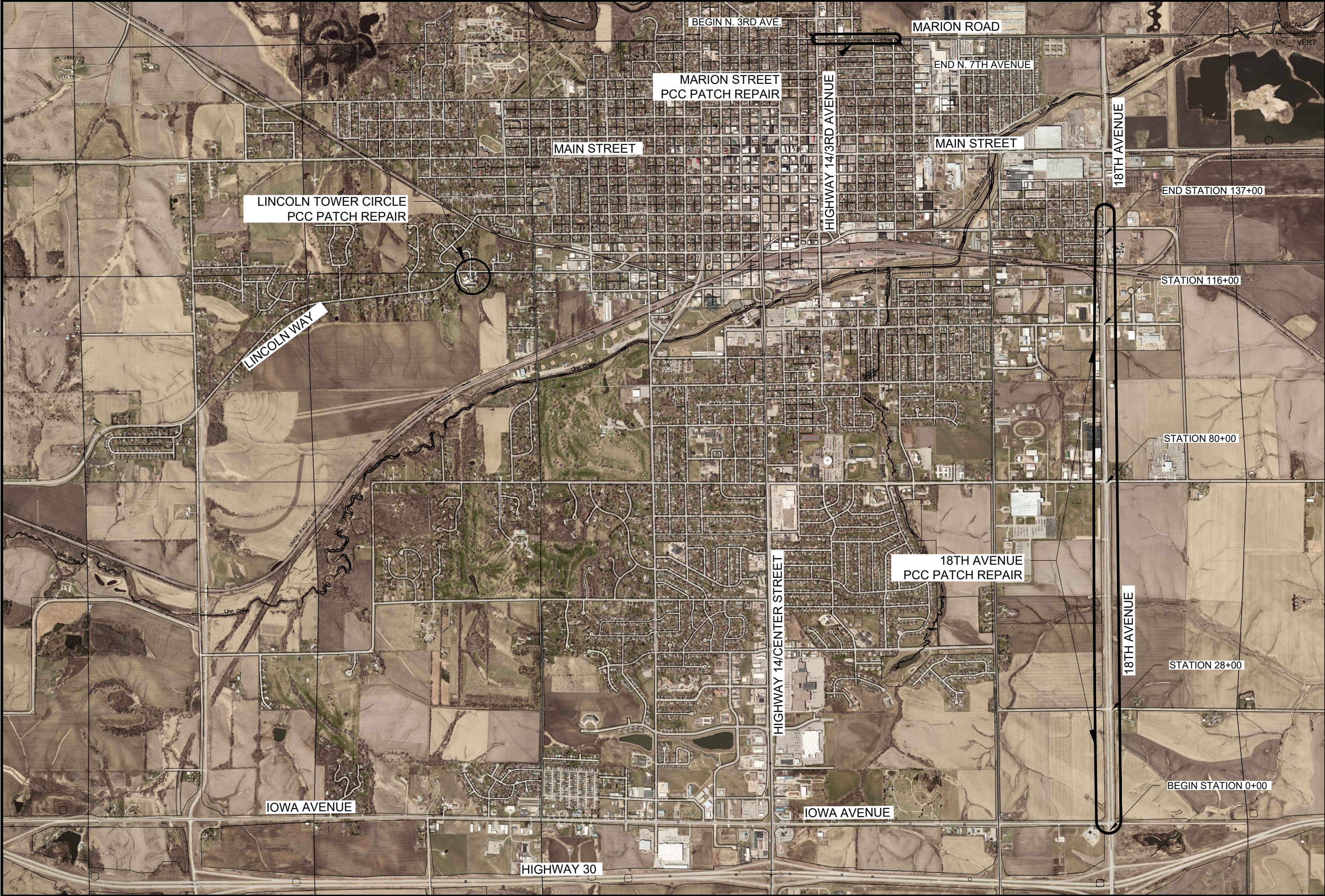
PH. (641) 754-5734

2

OF

13





|                                              |  |                                                                                                                                                                                                                                  |              |                     |                    |                 |               |
|----------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------|--------------------|-----------------|---------------|
| PCC PATCH REPAIR<br>PROJECT LOCATION MAP     |  | Drawn By: JCK                                                                                                                                                                                                                    | Chk' By: JCK | Proj. No: STR-19002 | Dwg. No: L1C0000-1 | VP. No: LOC-MAP | Date: 1/27/20 |
| 2019 PCC PATCH REPAIRS<br>MARSHALLTOWN, IOWA |  | I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.<br>Registration No. P25428 |              |                     |                    |                 |               |
| 3 OF 13                                      |  | <br>the City of<br><b>Marshalltown</b><br>DEPARTMENT OF PUBLIC WORKS<br>24 N. CENTER ST., MARSHALLTOWN, IA 50158<br>PH. (641) 754-5734      |              |                     |                    |                 |               |



CENTERLINE STREET

# LINCOLN WAY

CENTERLINE STREET

CENTERLINE STREET

SCALE  
1"=20'

PROPERTY LINE

REMOVE 17.5 SQYD  
CONCRETE PAVEMENT  
SAW-CUT 64 FT.

EXISTING CURB & GUTTER POURED  
MONOLITHIC TO PAVEMENT

REMOVE 178.2 SQYD  
CONCRETE PAVEMENT  
SAW-CUT 277 FT.

PROPERTY LINE

PROPERTY LINE

REMOVE 34.0 SQYD  
CONCRETE PAVEMENT  
REMOVE 14.7 SQYD  
CONCRETE FILLET  
SAW-CUT 93 FT.

REMOVE 51.5 SQYD  
CONCRETE PAVEMENT  
SAW-CUT 116 FT.

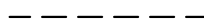
EXISTING CURB & GUTTER POURED  
MONOLITHIC TO PAVEMENT

REMOVE 23.4 SQYD  
CONCRETE PAVEMENT  
SAW-CUT 62 FT.

PROPERTY LINE



CONCRETE REMOVAL



SAW-CUT



CONCRETE JOINT

EXISTING CURB & GUTTER POURED  
MONOLITHIC TO PAVEMENT

I Herby certify that this plan,  
specification, or report was  
prepared by me or under my  
direct supervision and that I am  
a duly Registered Professional  
Engineer under the law of the  
State of Iowa.  
Registration No. P25428

The City of  
**Marshalltown**  
DEPARTMENT OF PUBLIC WORKS  
24 N. CENTER ST., MARSHALLTOWN, IA 50158  
PH. (641) 754-5734

|               |             |                     |                   |                 |               |
|---------------|-------------|---------------------|-------------------|-----------------|---------------|
| Drawn By: JCK | Chk By: JCK | Proj. No: STR-19002 | Dwg. No: LTCDW001 | VP. No: REMOVAL | Date: 1/27/20 |
|---------------|-------------|---------------------|-------------------|-----------------|---------------|

LINCOLN TOWER CIRCLE PCC  
REMOVAL PLAN SHEET  
2019 PCC PATCH REPAIRS  
MARSHALLTOWN, IOWA

CENTERLINE STREET

CENTERLINE STREET

N  
SCALE  
1"=20'



(3) CONSTRUCT 23.4 SQYD  
8" PCC PAVEMENT  
(FULL DEPTH)

(2) CONSTRUCT 178.2 SQYD  
8" PCC PAVEMENT  
(FULL DEPTH)

5 OF 13









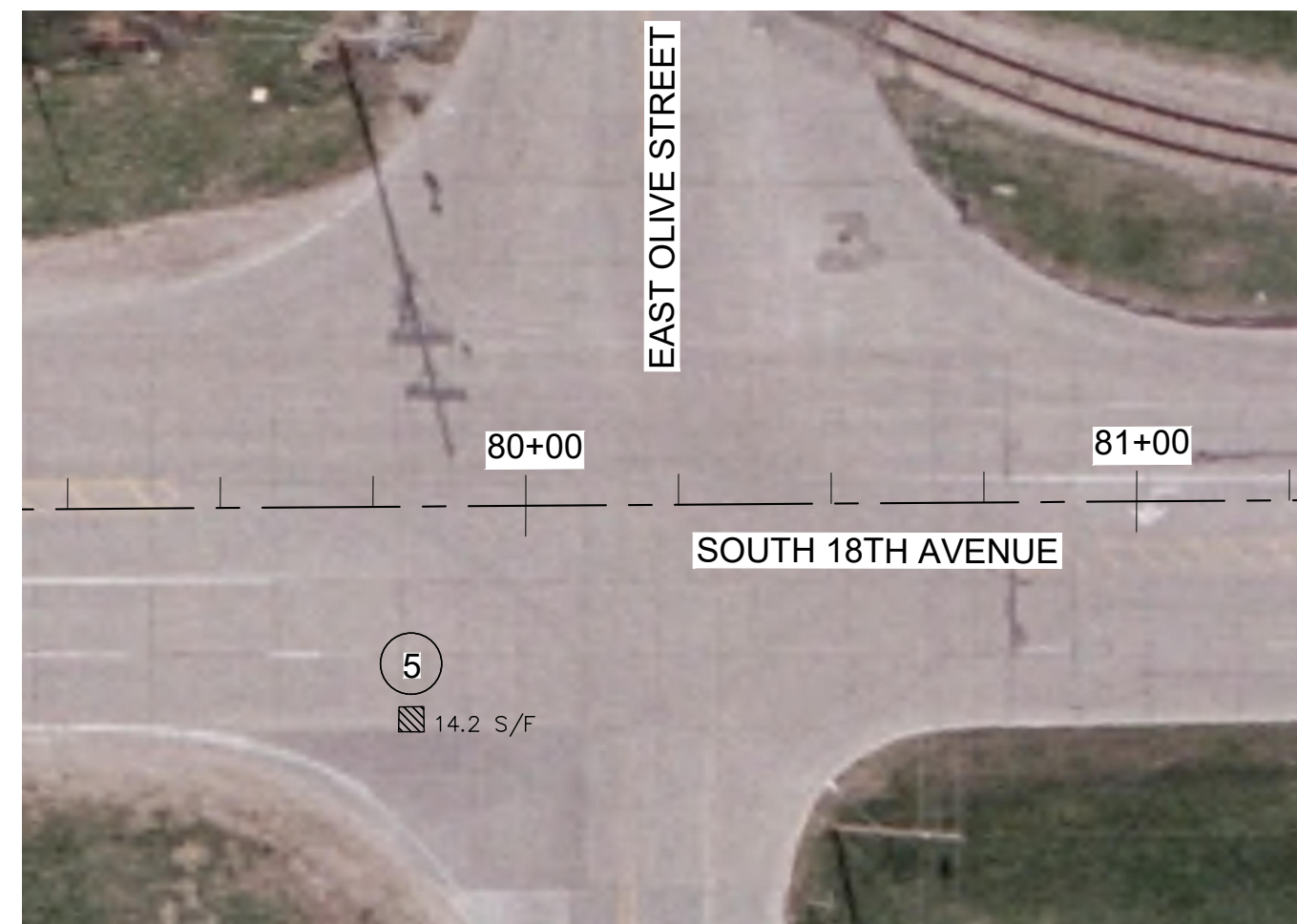
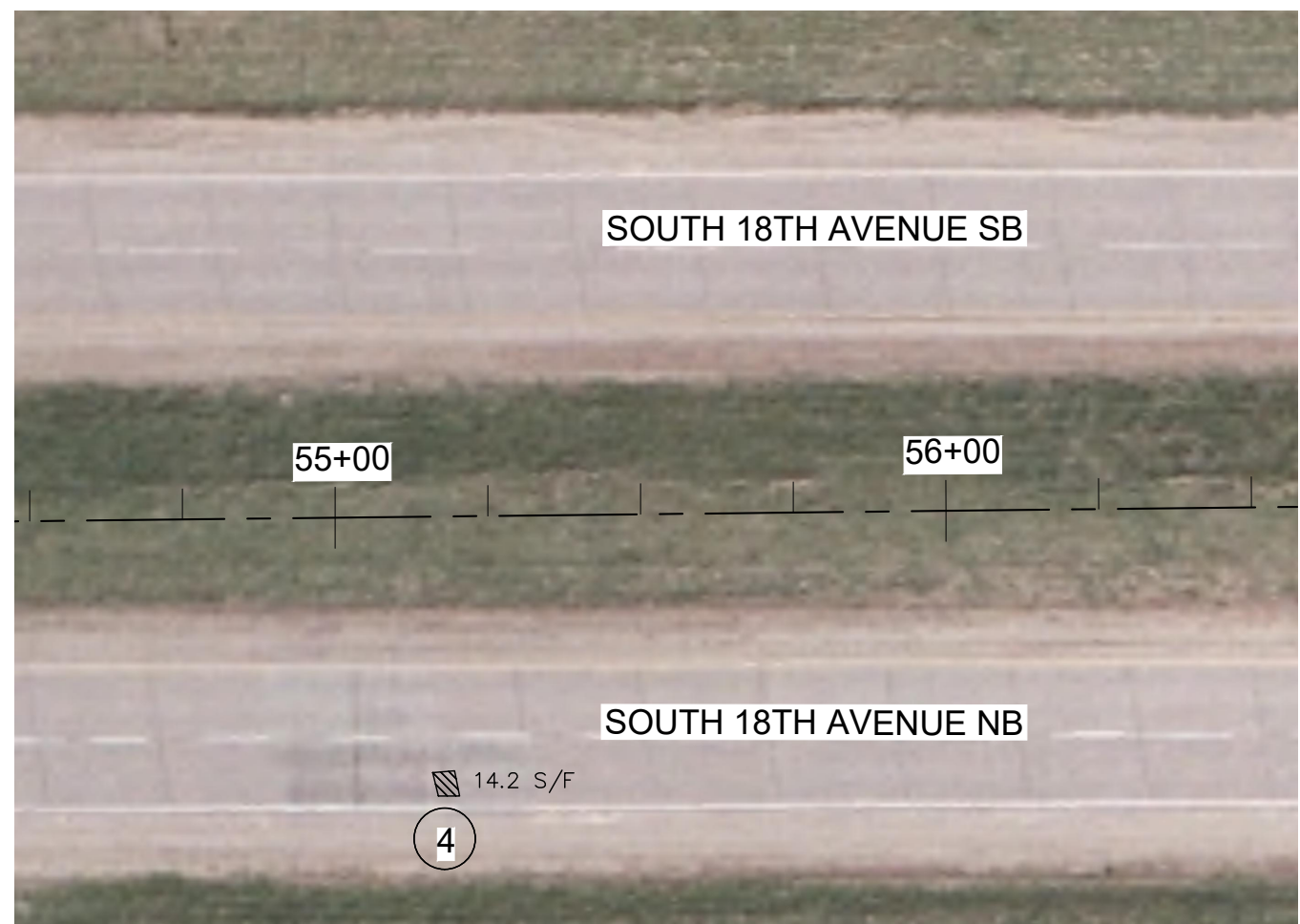
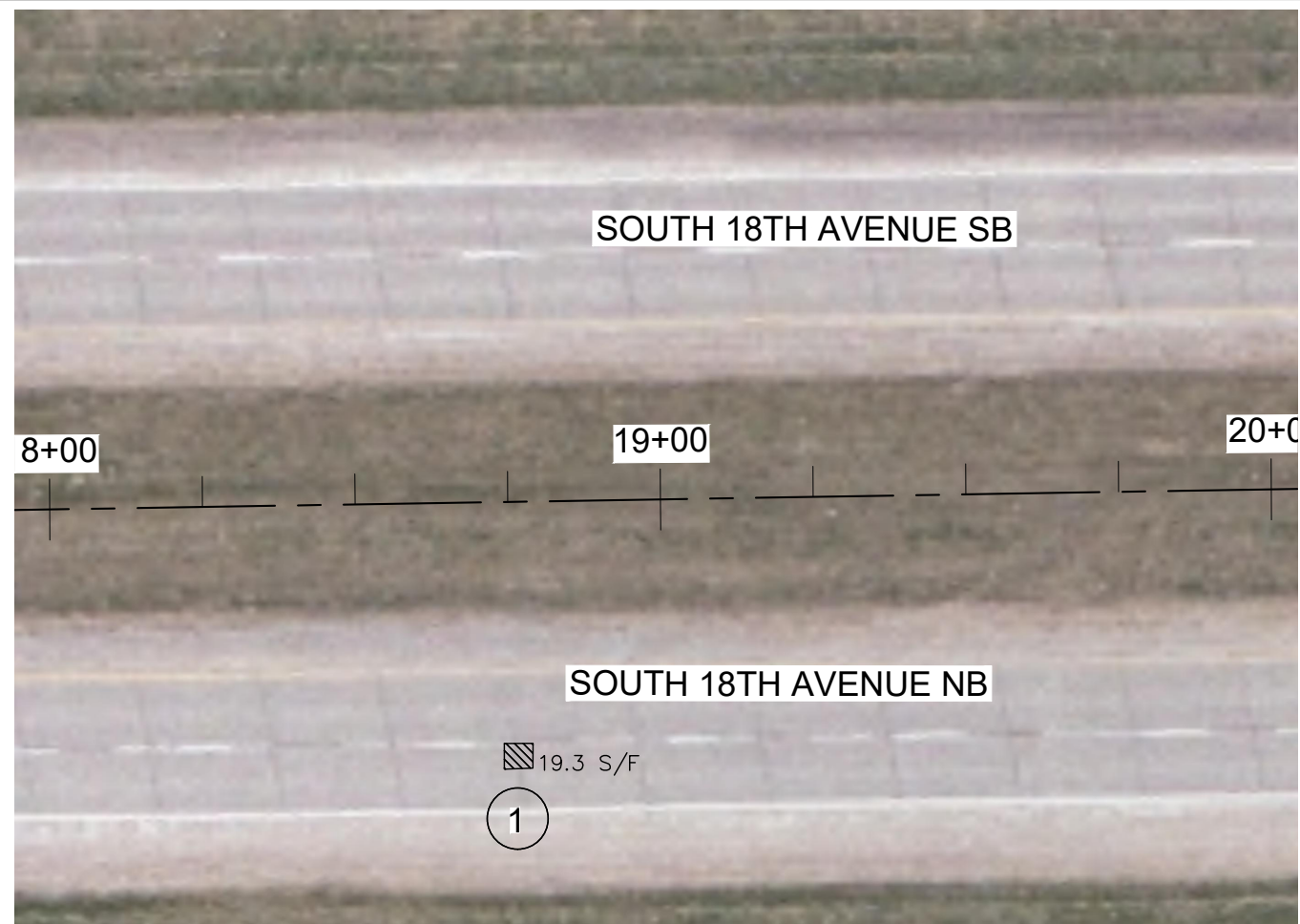










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I Hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.

Registration No. P25428

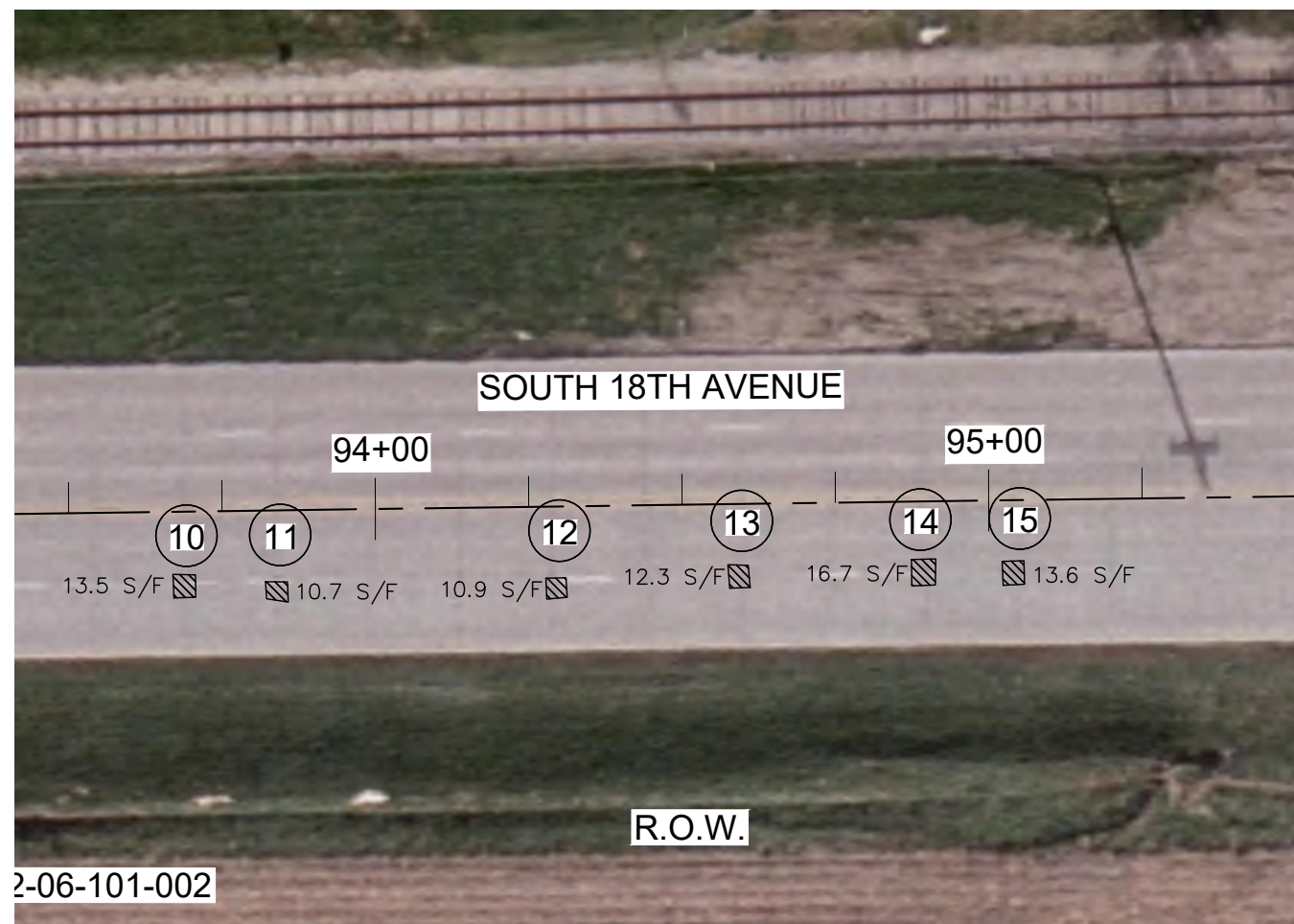


|               |              |                     |                                                                            |
|---------------|--------------|---------------------|----------------------------------------------------------------------------|
| Drawn By: JCK | Chk' By: JCK | Proj. No: STR-19002 | 15TH AVE - MARCONI<br>ROAD CONCRETE TILE<br>REPAIR 2019<br>18-400 TO 81+00 |
|               |              |                     | Date: 1/27/20                                                              |

18TH AVENUE PCC PATCH  
REPAIR - 18+00 TO 81+00

## 2019 PCC PATCH REPAIRS MARSHALLTOWN, IOWA



[illegible]

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.

Registration No. P25428



24 N. CENTER ST., MARSHALLTOWN, IA. 50158  
PH. (641) 754-5734

|           |                                    |
|-----------|------------------------------------|
| Chk' By:  | JCK                                |
| Proj. No: | STR-19002                          |
| Dwg. No:  | 18TH AVE - MARION<br>ROAD CONCRETE |
| VP. No:   | REVISION 01<br>51-001.13 99+00     |
| Date:     | 1/27/20                            |

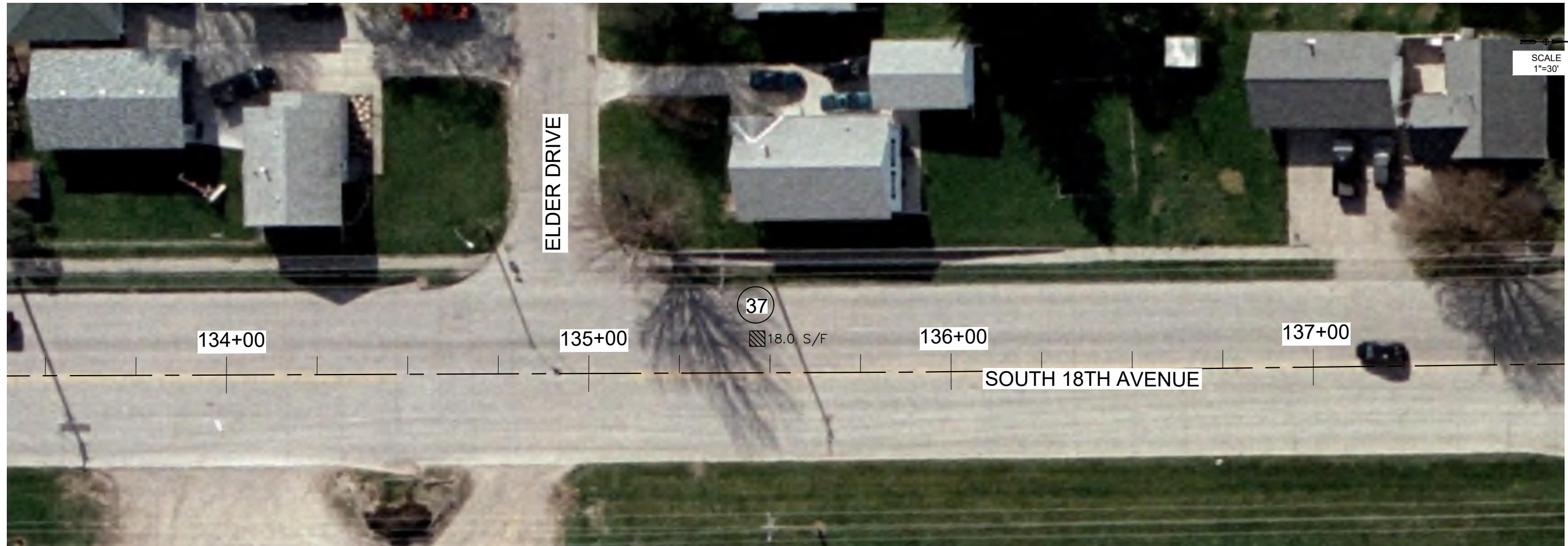
18TH AVENUE PCC PATCH  
REPAIR - 81+00 TO 99+00

2019 PCC PATCH REPAIRS  
MARSHALLTOWN, IOWA







[illegible]

I Hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.

Registration No. P25428

 the City of **Marshalltown**

---

DEPARTMENT OF PUBLIC WORKS  
24 N. CENTER ST., MARSHALLTOWN, IA. 50158  
PH. (641) 754-5734

|                         |  |
|-------------------------|--|
| Drawn By: JCK           |  |
| Chk' By: JCK            |  |
| Proj. No: STR-19002     |  |
| Dwg. No: 18THAVE-MARION |  |
| VP. No: REPAIR 2019     |  |
| Date: 1/27/20           |  |

|                                                    |
|----------------------------------------------------|
| 18TH AVENUE PCC PATCH<br>REPAIR - 127+00 TO 137+00 |
| 2019 PCC PATCH REPAIRS<br>MARSHALL TOWN, IOWA      |

# OFFICIAL NOTICE OF HEARING AND LETTING

## CITY OF MARSHALLTOWN

### MARSHALLTOWN, IOWA

#### 2019 PCC PATCH REPAIR

#### LINCOLN TOWER CIRCLE, 18TH STREET AND MARION STREET

#### PROJECT NO. STR-19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2019 PCC PATCH REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 24<sup>th</sup> day of February 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under STR-19002 - 2019 PCC PATCH REPAIR is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3<sup>rd</sup> day of March 2020 for the construction of the 2019 PCC PATCH REPAIR as described in the plans and specifications for Project No. STR-19002, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9<sup>th</sup> day of March 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 2019 PCC PATCH REPAIR in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-19002 the 2019 PCC PATCH REPAIR.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

| ESTIMATED PROJECT QUANTITIES |                                      |              |      |
|------------------------------|--------------------------------------|--------------|------|
| Item No.                     | Bid Items                            | Bid Quantity | Unit |
| 1                            | Subgrade Treatment (TriAx Geogrid)   | 324          | SqYd |
| 2                            | Full Depth Patches - 8" PCC Pavement | 826          | SqYd |
| 3                            | Subbase Over-Excavation              | 239.2        | Tons |
| 4                            | Temporary Traffic Control            | 1            | LS   |
| 5                            | Mobilization                         | 1            | LS   |

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-19002 as proposed by the City Engineer.

#### Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk,



Marshalltown, Iowa.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

### **Pre-bid Conference**

A pre-bid conference will not be held for the Project.

### **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 10<sup>th</sup> day of March 2020.

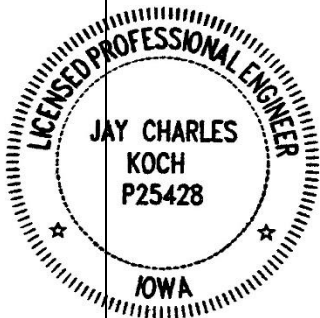
Owner:                    City of Marshalltown  
By:                         Shari L. Coughenour, CMC  
Title:                      City Clerk



**2019 PCC PATCH REPAIR  
LINCOLN TOWER CIRCLE, 18TH STREET AND  
MARION STREET**

**PROJECT NO. STR-19002**

**PREPARED BY:  
PUBLIC WORKS/ENGINEERING DEPARTMENT  
CITY OF MARSHALLTOWN  
24 N. CENTER STREET  
MARSHALLTOWN, IOWA 50158**



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: Jay C. Koch

Date: 01/27/2020

Name: Jay C. Koch, P. E.

Iowa Reg. No. P25428

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: ALL



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## **PART I – BIDDING AND CONTRACT DOCUMENTS**





# OFFICIAL NOTICE OF HEARING AND LETTING

## CITY OF MARSHALLTOWN

### MARSHALLTOWN, IOWA

#### 2019 PCC PATCH REPAIR

#### LINCOLN TOWER CIRCLE, 18TH STREET AND MARION STREET

#### PROJECT NO. STR-19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2019 PCC PATCH REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 24<sup>th</sup> day of February 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under STR-19002 - 2019 PCC PATCH REPAIR is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3<sup>rd</sup> day of March 2020 for the construction of the 2019 PCC PATCH REPAIR as described in the plans and specifications for Project No. STR-19002, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9<sup>th</sup> day of March 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 2019 PCC PATCH REPAIR in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-19002 the 2019 PCC PATCH REPAIR.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

| ESTIMATED PROJECT QUANTITIES |                                      |              |      |
|------------------------------|--------------------------------------|--------------|------|
| Item No.                     | Bid Items                            | Bid Quantity | Unit |
| 1                            | Subgrade Treatment (TriAx Geogrid)   | 324          | SqYd |
| 2                            | Full Depth Patches - 8" PCC Pavement | 826          | SqYd |
| 3                            | Subbase Over-Excavation              | 239.2        | Tons |
| 4                            | Temporary Traffic Control            | 1            | LS   |
| 5                            | Mobilization                         | 1            | LS   |

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-19002 as proposed by the City Engineer.

#### Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk,



Marshalltown, Iowa.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

### **Pre-bid Conference**

A pre-bid conference will not be held for the Project.

### **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 10<sup>th</sup> day of March 2020.

Owner:                      City of Marshalltown  
By:                              Shari L. Coughenour, CMC  
Title:                           City Clerk

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.05 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2019 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the

documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- C. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **5.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### **5.02 *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
- B. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - 2. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - 3. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - 4. Technical Data contained in such reports and drawings.
- C. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- D. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- E. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.



### 5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and

preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. See Article 22.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days

after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price..
- 11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.



11.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

## **ARTICLE 12—PREPARATION OF BID**

12.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13—BASIS OF BID**

### **13.01 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **13.02 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one ~~separate unbound copy of the Bid Form, and, if required, the Bid Bond Form, and other required documents.~~ The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must

be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 17.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.



- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 18.08 Bidder shall bid all Bid Schedules and provide total of all schedules as shown in Bid Form. Award will be based on total of all bid schedules.
- 18.09 Separate Bid Schedules are solely for the purpose by the City for appropriation of funds.

## **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract

#### **ARTICLE 21—SALES AND USE TAXES**

21.01 Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. A128063. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS**

22.01 By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, (Chapter 73, Code of Iowa).

#### **ARTICLE 23—ENGINEER INFORMATION**

23.01 The Engineering firm is: City of Marshalltown

- A. The Engineering firm's contact person is: Jay C. Koch, P.E. Civil Engineer II
- B. The firm's address is:
  - 1. 24 N. Center Street
  - 2. Marshalltown, IA 50158
- C. Phone (641) 754-5734
- D. Email: jkoch@marshalltown-ia.gov

## **BIDDING DOCUMENTS**



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# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: The City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Bidders Status Form.

## ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
- A. Bidder will perform the following Work at the indicated unit prices:

### ***BID SCHEDULE A – LINCOLN TOWER CIRCLE***

| ITEM NO.                    | ITEM                                 | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----------------------------|--------------------------------------|----------|------|------------|-------------|
| 1                           | Full Depth Patches - 8" PCC Pavement | 320      | SqYd | \$         | \$          |
| 2                           | Subbase Over-Excavation              | 18.0     | Tons | \$         | \$          |
| 3                           | Temporary Traffic Control            | 1        | LS   |            | \$          |
| 4                           | Mobilization                         | 1        | LS   |            | \$          |
| 5                           | Concrete Washout                     | 1        | LS   |            | \$          |
| <b>TOTAL BID SCHEDULE A</b> |                                      |          |      | <b>\$</b>  |             |

**BID SCHEDULE B – MARION STREET**

| ITEM NO.                    | ITEM                                 | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----------------------------|--------------------------------------|----------|------|------------|-------------|
| 1                           | Full Depth Patches - 8" PCC Pavement | 98       | SqYd | \$         | \$          |
| 2                           | Subbase Over-Excavation              | 5.4      | Tons | \$         | \$          |
| 3                           | Temporary Traffic Control            | 1        | LS   |            | \$          |
| 4                           | Mobilization                         | 1        | LS   |            | \$          |
| 5                           | Concrete Washout                     | 1        | LS   |            | \$          |
| <b>TOTAL BID SCHEDULE B</b> |                                      |          |      | \$         |             |

**BID SCHEDULE C – 18<sup>TH</sup> AVENUE**

| ITEM NO.                    | ITEM                                 | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----------------------------|--------------------------------------|----------|------|------------|-------------|
| 1                           | Subgrade Treatment (Triax Geogrid)   | 324      | SqYd | \$         | \$          |
| 2                           | Full Depth Patches - 8" PCC Pavement | 408      | SqYd | \$         | \$          |
| 3                           | Subbase Over-Excavation              | 215.8    | Tons | \$         | \$          |
| 4                           | Temporary Traffic Control            | 1        | LS   |            | \$          |
| 5                           | Mobilization                         | 1        | LS   |            | \$          |
| 6                           | Concrete Washout                     | 1        | LS   |            | \$          |
| <b>TOTAL BID SCHEDULE C</b> |                                      |          |      | \$         |             |

**2019 PCC PATCH REPAIRS**

| BID SCHEDULE                          | TOTAL PRICE |
|---------------------------------------|-------------|
| BID SCHEDULE A – LINCOLN TOWER CIRCLE | \$          |
| BID SCHEDULE B – MARION STREET        | \$          |
| BID SCHEDULE C - 18TH AVENUE          | \$          |
| <b>TOTAL BID AMOUNT</b>               | <b>\$</b>   |



B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

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

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |
|                 |               |

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

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

6.02 BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

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

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_



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## BID BOND (PENAL SUM FORM)

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bidder</b><br>Name: <b>[Full formal name of Bidder]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Bidder's principal place of business]</b>                                     | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                                                       |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Address ( <i>principal place of business</i> ):<br><b>24 N. Center Street<br/>Marshalltown, IA 50158</b>                                                 | <b>Bid</b><br>Project ( <i>name and location</i> ):<br><b>2019 PCC Patch Repair</b><br><br><b>Lincoln Tower Circle, 18th Street and Marion Street in Marshalltown, Iowa</b><br><br>Bid Due Date: <b>[Enter date bid is due]</b> |
| <b>Bond</b><br>Penal Sum: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b>                                                                                                                                      |                                                                                                                                                                                                                                 |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. |                                                                                                                                                                                                                                 |
| Bidder                                                                                                                                                                                                        | Surety                                                                                                                                                                                                                          |
| By: _____<br>( <i>Full formal name of Bidder</i> )                                                                                                                                                            | By: _____<br>( <i>Full formal name of Surety (corporate seal)</i> )                                                                                                                                                             |
| Name _____<br>( <i>Signature</i> )                                                                                                                                                                            | Name _____<br>( <i>Signature</i> ) ( <i>Attach Power of</i>                                                                                                                                                                     |
| Title: _____<br>( <i>Printed or typed</i> )                                                                                                                                                                   | Title: _____<br>( <i>Printed or typed</i> )                                                                                                                                                                                     |
| Attest _____<br>.                                                                                                                                                                                             | Attest _____<br>.                                                                                                                                                                                                               |
| Name _____<br>( <i>Signature</i> )                                                                                                                                                                            | Name _____<br>( <i>Signature</i> )                                                                                                                                                                                              |
| Title: _____<br>( <i>Printed or typed</i> )                                                                                                                                                                   | Title: _____<br>( <i>Printed or typed</i> )                                                                                                                                                                                     |
| Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.                                             |                                                                                                                                                                                                                                 |

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# BIDDERS QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

### 1.01 Provide contact information for the Business:

|                                       |  |                |  |
|---------------------------------------|--|----------------|--|
| Legal Name of Business:               |  |                |  |
| Corporate Office                      |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of corporate office: |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |
| Local Office                          |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of local office:     |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |

### 1.02 Provide information on the Business's organizational structure:

|                                                                                                                                 |                                                                                                                        |                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--|
| Form of Business:                                                                                                               | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |                                                                                           |  |
| <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies: |                                                                                                                        |                                                                                           |  |
| 1.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| 2.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| 3.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| Provide a separate Qualification Statement for each Joint Venturer.                                                             |                                                                                                                        |                                                                                           |  |
| Date Business was formed:                                                                                                       |                                                                                                                        | State in which Business was formed:                                                       |  |
| Is this Business authorized to operate in the Project location?                                                                 |                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |  |

### 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

|                   |  |              |  |
|-------------------|--|--------------|--|
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

|                                                                                        |  |                     |    |
|----------------------------------------------------------------------------------------|--|---------------------|----|
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |

## ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

|                   |  |                  |  |
|-------------------|--|------------------|--|
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

| Certification                                                                   | Certifying Agency | Certification Date |
|---------------------------------------------------------------------------------|-------------------|--------------------|
| <input type="checkbox"/> Disadvantaged Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Minority Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Woman-Owned Business Enterprise                        |                   |                    |
| <input type="checkbox"/> Small Business Enterprise                              |                   |                    |
| <input type="checkbox"/> Disabled Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Veteran-Owned Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Service-Disabled Veteran-Owned Business                |                   |                    |
| <input type="checkbox"/> HUBZone Business (Historically Underutilized) Business |                   |                    |
| <input type="checkbox"/> Other                                                  |                   |                    |
| <input type="checkbox"/> None                                                   |                   |                    |

## ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

|                                    |                |            |
|------------------------------------|----------------|------------|
| Name of Business's Safety Officer: |                |            |
| Safety Certifications              |                |            |
| Certification Name                 | Issuing Agency | Expiration |
|                                    |                |            |
|                                    |                |            |

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

| Year    |     |      |    |     |      |    |     |      |    |
|---------|-----|------|----|-----|------|----|-----|------|----|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
|         |     |      |    |     |      |    |     |      |    |
|         |     |      |    |     |      |    |     |      |    |

## ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

|                                                                                                                             |  |                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|--|
| Financial Institution:                                                                                                      |  |                                   |  |
| Business address:                                                                                                           |  |                                   |  |
| Date of Business's most recent financial statement:                                                                         |  | <input type="checkbox"/> Attached |  |
| Date of Business's most recent audited financial statement:                                                                 |  | <input type="checkbox"/> Attached |  |
| Financial indicators from the most recent financial statement                                                               |  |                                   |  |
| Contractor's Current Ratio (Current Assets ÷ Current Liabilities)                                                           |  |                                   |  |
| Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) |  |                                   |  |



## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|--|
| Surety Name:                                                                                                                                                                                                                                                                                                                         |                                                          |                 |  |
| Surety is a corporation organized and existing under the laws of the state of:                                                                                                                                                                                                                                                       |                                                          |                 |  |
| Is surety authorized to provide surety bonds in the Project location?                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |                 |  |
| Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                 |  |
| Mailing Address<br>(principal place of business):                                                                                                                                                                                                                                                                                    |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
| Physical Address<br>(principal place of business):                                                                                                                                                                                                                                                                                   |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
| Phone (main):                                                                                                                                                                                                                                                                                                                        |                                                          | Phone (claims): |  |

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

|                                                                                 |                                    |                                                          |  |
|---------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------|--|
| Name of insurance provider, and type of policy (CLE, auto, etc.):               |                                    |                                                          |  |
| Insurance Provider                                                              | Type of Policy (Coverage Provided) |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Are providers licensed or authorized to issue policies in the Project location? |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Does provider have an A.M. Best Rating of A-VII or better?                      |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Mailing Address<br>(principal place of business):                               |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Physical Address<br>(principal place of business):                              |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Phone (main):                                                                   |                                    | Phone (claims):                                          |  |

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

|                                                |  |
|------------------------------------------------|--|
| Average number of current full-time employees: |  |
| Estimate of revenue for the current year:      |  |
| Estimate of revenue for the previous year:     |  |

8.02 Provide information regarding the Business's previous contracting experience.

|                                                                                                                                                                       |  |                      |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------|--|--|
| Years of experience with projects like the proposed project:                                                                                                          |  |                      |  |  |
| As a general contractor:                                                                                                                                              |  | As a joint venturer: |  |  |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:                                                                             |  |                      |  |  |
| Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No             |  |                      |  |  |
| Been barred from contracting by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No              |  |                      |  |  |
| Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                |  |                      |  |  |
| Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No                                     |  |                      |  |  |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |                      |  |  |
| Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No                                             |  |                      |  |  |
| Provide full details in a separate attachment if the response to any of these questions is Yes.                                                                       |  |                      |  |  |

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.



This Statement of Qualifications is offered by:

Business:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

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## Schedule A—Current Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

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## Schedule B—Previous Experience with Similar Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

## Schedule B—Previous Experience with Similar Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

## Schedule C—Key Individuals

|                                                                                                              |  |                                       |                                   |
|--------------------------------------------------------------------------------------------------------------|--|---------------------------------------|-----------------------------------|
| Project Manager                                                                                              |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project manager                                                                       |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project manager                                                                |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |
| Project Superintendent                                                                                       |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project superintendent                                                                |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project superintendent                                                         |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |

|                                                                                                              |  |                                       |                                   |
|--------------------------------------------------------------------------------------------------------------|--|---------------------------------------|-----------------------------------|
| Safety Manager                                                                                               |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project manager                                                                       |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project manager                                                                |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |
| Quality Control Manager                                                                                      |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project superintendent                                                                |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project superintendent                                                         |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |



# BIDDER STATUS FORM

## To be completed by all bidders

## Part A

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

☐ Yes ☐ No My company is authorized to transact business in Iowa.

*(To help you determine if your company is authorized, please review the worksheet on the next page).*

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

## To be completed by resident bidders

## Part B

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

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

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

## To be completed by non-resident bidders

## Part C

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

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*You may attach additional sheet(s) if needed.*

## To be completed by all bidders

## Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.**

## Worksheet: Authorization to Transact Business

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

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

## **CONTRACT DOCUMENTS**

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## NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: STR-19002

Engineer: City of Marshalltown

Engineer's Project No.: STR-19002

Project: 2019 PCC Patch Repair

Contract Name: 2019 PCC Patch Repair

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**[Describe Work, alternates, or sections of Work awarded]**

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Marshalltown, Iowa**

By (signature):

Name (printed):

Title:

Copy: Engineer

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# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2019 PCC Patch Repair.

## **ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2019 PCC Patch Repair for Lincoln Tower Circle, 18th Street and Marion Street.

## **ARTICLE 3 – ENGINEER**

- 3.01 The Owner has retained **City Engineering Staff** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the City Engineering Department.

## **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially complete on or before **June 1, 2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 1, 2020**.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$[number] for each day that expires after such time until the Work is completed and ready for final payment.
- D. Milestones: Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- E. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- F. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15<sup>th</sup>** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 Contents

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
  - 7. Addenda (numbers [number] to [number], inclusive).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## 8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-

competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**  
(which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

(where applicable)

State:

\_\_\_\_\_

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# PERFORMANCE BOND

|                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                                                                                | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                                                                                                                        |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Mailing address ( <i>principal place of business</i> ):<br><br><b>24 North Center Street</b><br><b>Marshalltown, IA 50158</b>                                                                                   | <b>Contract</b><br>Description ( <i>name and location</i> ):<br><b>2019 PCC Patch Repair</b><br><br><b>Lincoln Tower Circle, 18th Street and Marion Street in Marshalltown, Iowa</b><br>Contract Price: <b>[Amount from Contract]</b><br>Effective Date of Contract: <b>[Date from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16 |                                                                                                                                                                                                                                                                                                  |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.                                    |                                                                                                                                                                                                                                                                                                  |
| Contractor as Principal                                                                                                                                                                                                                                              | Surety                                                                                                                                                                                                                                                                                           |
| <i>(Full formal name of Contractor)</i>                                                                                                                                                                                                                              | <i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                                                                                                                             |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                               | By: _____<br><div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>                                                                                                                                                                                                 |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                  |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                                                     |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                           | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                                                       |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                  |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                                                     |
| <i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>                                                  |                                                                                                                                                                                                                                                                                                  |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or



- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

# PAYMENT BOND

|                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                                                                                | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                                                                                                                          |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Mailing address ( <i>principal place of business</i> ):<br><br><b>24 North Center Street<br/>Marshalltown, IA 50158</b>                                                                                         | <b>Contract</b><br>Description ( <i>name and location</i> ):<br><b>2019 PCC Patch Repair</b><br><br><b>Lincoln Tower Circle, 18th Street and Marion Street in Marshalltown, Iowa</b><br>Contract Price: <b>[Amount, from Contract]</b><br>Effective Date of Contract: <b>[Date, from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18 |                                                                                                                                                                                                                                                                                                    |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.                                            |                                                                                                                                                                                                                                                                                                    |
| Contractor as Principal                                                                                                                                                                                                                                              | Surety                                                                                                                                                                                                                                                                                             |
| <i>(Full formal name of Contractor)</i><br><br>By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                | <i>(Full formal name of Surety) (corporate seal)</i><br><br>By: _____<br><div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>                                                                                                                                       |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                    |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                                                       |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                           | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                                                         |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                    |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                                                       |
| <i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>                                                  |                                                                                                                                                                                                                                                                                                    |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its



obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

# WARRANTY BOND

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                               | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Insert address of Surety's principal place of business]</b>                                                                                                                                                                                                            |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Address ( <i>principal place of business</i> ):<br><b>24 North Center Street<br/>Marshalltown, IA 50158</b>                                                    | <b>Construction Contract</b><br>Description ( <i>name and location</i> ):<br><b>2019 PCC Patch Repair</b><br><br><b>Lincoln Tower Circle, 18th Street and Marion Street in Marshalltown, Iowa</b><br>Contract Price: <b>[Amount from Contract]</b><br>Effective Date of Contract: <b>[Date from Contract]</b><br><br>Contract's Date of Substantial Completion: <b>[Date from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br>Modifications to this Bond form:<br><input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 9                 |                                                                                                                                                                                                                                                                                                                                                                                             |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.        |                                                                                                                                                                                                                                                                                                                                                                                             |
| Contractor as Principal                                                                                                                                                                                             | Surety                                                                                                                                                                                                                                                                                                                                                                                      |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                              | By: _____<br><div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>                                                                                                                                                                                                                                                                                           |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                     | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                                                                                                             |
| Title: _____                                                                                                                                                                                                        | Title: _____                                                                                                                                                                                                                                                                                                                                                                                |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                          | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                                                                                                                                                  |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                     | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                                                                                                             |
| Title: _____                                                                                                                                                                                                        | Title: _____                                                                                                                                                                                                                                                                                                                                                                                |
| <i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i> |                                                                                                                                                                                                                                                                                                                                                                                             |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC®C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **"None"**



## NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR-19002  
Engineer: City of Marshalltown Engineer's Project No.: STR-19002  
Contractor: Contractor's Project No.:  
Project: 2019 PCC Patch Repair  
Contract Name: 2019 PCC Patch Repair  
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title:

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## **CONTRACT CONDITIONS**

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.



10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or

subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by



Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both

Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the



Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

*B. Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

*3.04 Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the

Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to

Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas***

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the



fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
- 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
  - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable

accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related



delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against

Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or

has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates

Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any



- documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such

coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a

property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
  - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents,

consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.



- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has

- a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
  - G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
  - H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
  - I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
  - J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
  - K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
  - L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
  - M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or



Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### *A. Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
  3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. 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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner



for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

**E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs***

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 *Contractor's General Warranty and Guarantee***

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any

other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.



9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's

obligations under the Contract (including obligations under proposed changes in the Work).

#### 9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

#### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

#### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible

for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or



3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date

specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 12—CLAIMS

### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work.

Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.



c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing

laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such



acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner

may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### **14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

## *B. Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

## *C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final

determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

*E. Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially



- complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
  - E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
  - F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and

request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due

to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's

failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate



the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

#### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

#### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

#### 18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## **ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

No Supplementary Conditions in this Article.

## **ARTICLE 2—PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### *2.02 Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).



## 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

### 1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

## 2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
  - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
  - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
  - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
  - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from

third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications,

undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.03 Reporting and Resolving Discrepancies**

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
  - 1) Agreement with Change Orders or Modifications
  - 2) Specific Project Requirements
  - 3) Supplementary Conditions
  - 4) General Conditions
  - 5) Specifications (Part II)

6) Drawings

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

*4.05 Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

*5. Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
  - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
    - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
    - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
  - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
  - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
  - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as

“abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

## **ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.03 Subsurface and Physical Conditions**

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                | NONE           |
|              |                |                |
|              |                |                |

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

| Drawings Title | Date of Drawings | Technical Data |
|----------------|------------------|----------------|
|                |                  | NONE           |
|                |                  |                |
|                |                  |                |

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer’s Office during regular business hours, or may request copies from Engineer.

### **5.06 Hazardous Environmental Conditions**

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                | NONE           |
|              |                |                |



| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                |                |

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

| Drawings Title | Date of Drawings | Technical Data |
|----------------|------------------|----------------|
|                |                  | NONE           |
|                |                  |                |
|                |                  |                |

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located,

(b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### 6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

| <b>Workers' Compensation and Related Policies</b>                                                                                                                                           | <b>Policy limits of not less than:</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Workers' Compensation</b>                                                                                                                                                                |                                        |
| State                                                                                                                                                                                       | Statutory                              |
| Applicable Federal (e.g., Longshoreman's)                                                                                                                                                   | Statutory                              |
| Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable                                                                                                 | Statutory                              |
| <b>Jones Act (if applicable)</b>                                                                                                                                                            |                                        |
| Bodily injury by accident—each accident                                                                                                                                                     | Not Applicable                         |
| Bodily injury by disease—aggregate                                                                                                                                                          | Not Applicable                         |
| <b>Employer's Liability</b>                                                                                                                                                                 |                                        |
| Each accident                                                                                                                                                                               | \$500,000                              |
| Each employee                                                                                                                                                                               | \$500,000                              |
| Policy limit                                                                                                                                                                                | \$1,000,000                            |
| <b>Stop-gap Liability Coverage</b>                                                                                                                                                          |                                        |
| For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: | Not Applicable                         |

- E. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property

wherever located, including loss of use resulting therefrom.

- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured's vicarious liability, strict liability, or

statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

| Commercial General Liability                      | Policy limits of not less than: |
|---------------------------------------------------|---------------------------------|
| General Aggregate                                 | \$2,000,000                     |
| Products—Completed Operations Aggregate           | \$1,000,000                     |
| Personal and Advertising Injury                   | \$1,000,000                     |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000                     |

- I. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability                                      | Policy limits of not less than: |
|-----------------------------------------------------------|---------------------------------|
| <b>Bodily Injury</b>                                      |                                 |
| Each Person                                               | \$1,000,000                     |
| Each Accident                                             | \$1,000,000                     |
| <b>Property Damage</b>                                    |                                 |
| Each Accident                                             | \$1,000,000                     |
| <b>[or]</b>                                               |                                 |
| <b>Combined Single Limit</b>                              |                                 |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000                     |

- J. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|------------------------------|---------------------------------|
| Each Occurrence              | \$2,000,000                     |
| General Aggregate            | \$2,000,000                     |

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability

through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| <b>Contractor's Pollution Liability</b> | <b>Policy limits of not less than:</b> |
|-----------------------------------------|----------------------------------------|
| Each Occurrence/Claim                   | Not Applicable                         |
| General Aggregate                       | Not Applicable                         |

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

| <b>Contractor's Professional Liability</b> | <b>Policy limits of not less than:</b> |
|--------------------------------------------|----------------------------------------|
| Each Claim                                 | Not Applicable                         |
| Annual Aggregate                           | Not Applicable                         |

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Union Pacific Railroad Protective Liability Insurance](#)

| <b>Railroad Protective Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|------------------------------------------------|----------------------------------------|
| Each Claim                                     | Not Applicable                         |
| Aggregate                                      | Not Applicable                         |

- O *Unmanned Aerial Vehicle Liability Insurance*: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

| <b>Unmanned Aerial Vehicle Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|----------------------------------------------------|----------------------------------------|
| Each Claim                                         | Not Applicable                         |
| General Aggregate                                  | Not Applicable                         |

- P. *Other Required Insurance*: **None**

#### 6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements*: The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
  2. cover, as insured property, at least the following: (a) the Work and all

materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
- 10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - a. **NONE**
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but



furnished by the Owner or third parties:

a. **NONE**

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$500,000.

13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:

a. None.

## **ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

### *7.03 Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No Work shall be done between 8:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday."

### *7.10 Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.
  1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to

supplies or materials not incorporated into the Work.

#### **ARTICLE 8—OTHER WORK AT THE SITE**

No Supplementary Conditions in this Article.

#### **ARTICLE 9—OWNER’S RESPONSIBILITIES**

No Supplementary Conditions in this Article.

#### **ARTICLE 10—CITY ENGINEERING OFFICE STAFF ENGINEER’S STATUS DURING CONSTRUCTION**

##### *10.03 Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

#### **ARTICLE 11—CHANGES TO THE CONTRACT**

No Supplementary Conditions in this Article.

#### **ARTICLE 12—CLAIMS**

No Supplementary Conditions in this Article.

#### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

##### *13.01 Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

##### *E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price

with respect to an item of Unit Price Work if:

- a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  3. Adjusted unit prices will apply to all units of that item.

#### **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No Supplementary Conditions in this Article.

#### **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

##### *15.01 Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring

payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

### *15.03 Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

### *15.06 Final Payment*

SC-15.06 Delete Paragraph 15.06.E in its entirety and insert the following in its place:

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor on or before thirty (30) days after completion and acceptance by resolution of the City Council of the final Application for Payment from Engineer.

### *15.08 Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be four (4) years after Substantial Completion.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

### ***17.02 Attorneys' Fees***

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

## **ARTICLE 18—MISCELLANEOUS**

No Supplementary Conditions in this Article.

## **ARTICLE 19—FEDERAL REQUIREMENTS**

SC-19.01 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC-19.02 Add Article 19.01 with the title "Conflict of Interest":

### ***19.01 Conflict of Interest***

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add Article 19.02 with the title "Gratuities":

### ***Article 19.02 Gratuities***

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies

that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 19.02.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

## EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

| Item  | Electronic Documents                                                                                                                                                                                                                                                                                      | Transmittal Means          | Data Format | Note (1) |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------|----------|
| a.1   | General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.                                                                                                                                                 | Email                      | Email       |          |
| a.2   | Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.                                                                                                                                                                                                                       | Email w/ Attachment        | PDF         | (2)      |
| a.3   | Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment. | Email w/ Attachment        | PDF         |          |
| a.4   | Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.               | Email w/ Attachment or LFE | PDF         |          |
| a.5   | Layouts and drawings to be submitted to Owner for future use and modification.                                                                                                                                                                                                                            | Email w/ Attachment or LFE | DWG         |          |
| a.6   | Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.                                                                                                                                                                                      | Email w/ Attachment or LFE | DOC         |          |
| a.7   | Spreadsheets and data to be submitted to Owner for future data processing use and modification.                                                                                                                                                                                                           | Email w/ Attachment or LFE | EXC         |          |
| a.8   | Database files and data to be submitted to Owner for future data processing use and modification.                                                                                                                                                                                                         | Email w/ Attachment or LFE | DB          |          |
| Notes |                                                                                                                                                                                                                                                                                                           |                            |             |          |
| (1)   | All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.                                                                                                                                                                                               |                            |             |          |
| (2)   | Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.                                                                                                                                                                                                                  |                            |             |          |
| Key   |                                                                                                                                                                                                                                                                                                           |                            |             |          |
| Email | Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies                                                                                                                                         |                            |             |          |
| LFE   | Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)                                                                                                                                                                                                                                         |                            |             |          |
| PDF   | Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later                                                                                                                                                                                                                           |                            |             |          |
| DWG   | Autodesk® AutoCAD .dwg format Version 2015                                                                                                                                                                                                                                                                |                            |             |          |
| DOC   | Microsoft® Word .docx format Version 2013                                                                                                                                                                                                                                                                 |                            |             |          |
| EXC   | Microsoft® Excel .xls or .xml format Version 2013                                                                                                                                                                                                                                                         |                            |             |          |
| DB    | Microsoft® Access .mdb format Version 2013                                                                                                                                                                                                                                                                |                            |             |          |



**EXHIBIT B— FORESEEABLE BAD WEATHER DAYS**

| Month                                                                                                                                                              | Number of Foreseeable<br>Bad Weather Days in<br>Month Based on<br>Precipitation as Rain<br>Equivalent (inches)<br>≥1.67" | Ambient Outdoor Air Temperature (degrees F)                                                                   |                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                    |                                                                                                                          | Number of Foreseeable<br>Bad Weather Days in<br>Month Based on Low<br>Temperature (at 11:00<br>a.m.)<br>≤35°F | Number of Foreseeable<br>Bad Weather Days in<br>Month Based on High<br>Temperature (at 3:00<br>p.m.)<br>≥85°F |
| January                                                                                                                                                            | 0                                                                                                                        | 31                                                                                                            | 0                                                                                                             |
| February                                                                                                                                                           | 0                                                                                                                        | 29                                                                                                            | 0                                                                                                             |
| March                                                                                                                                                              | 7                                                                                                                        | 31                                                                                                            | 0                                                                                                             |
| April                                                                                                                                                              | 12                                                                                                                       | 12                                                                                                            | 0                                                                                                             |
| May                                                                                                                                                                | 20                                                                                                                       | 0                                                                                                             | 0                                                                                                             |
| June                                                                                                                                                               | 22                                                                                                                       | 0                                                                                                             | 0                                                                                                             |
| July                                                                                                                                                               | 22                                                                                                                       | 0                                                                                                             | 0                                                                                                             |
| August                                                                                                                                                             | 20                                                                                                                       | 0                                                                                                             | 0                                                                                                             |
| September                                                                                                                                                          | 17                                                                                                                       | 0                                                                                                             | 0                                                                                                             |
| October                                                                                                                                                            | 13                                                                                                                       | 6                                                                                                             | 0                                                                                                             |
| November                                                                                                                                                           | 8                                                                                                                        | 30                                                                                                            | 0                                                                                                             |
| December                                                                                                                                                           | 0                                                                                                                        | 31                                                                                                            | 0                                                                                                             |
| Notes:                                                                                                                                                             |                                                                                                                          |                                                                                                               |                                                                                                               |
| 1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain. |                                                                                                                          |                                                                                                               |                                                                                                               |

## **ADDITIONAL FORMS**

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# CONTRACTOR'S APPLICATION FOR PAYMENT

|                                                                                                                                                                                                                        |                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Owner:</b> <u>City of Marshalltown</u><br><b>Engineer:</b> <u>City of Marshalltown</u><br><b>Contractor:</b> _____<br><b>Project:</b> <u>2019 PCC PATCH REPAIR</u><br><b>Contract:</b> <u>2019 PCC PATCH REPAIR</u> | <b>Owner's Project No.:</b> <u>STR-19002</u><br><b>Engineer's Project No.:</b> <u>STR-19002</u><br><b>Contractor's Project No.:</b> _____ |
| <b>Application No.:</b> _____ <b>Application Date:</b> _____<br><b>Application Period:</b> <b>From</b> _____ <b>to</b> _____                                                                                           |                                                                                                                                           |

|                                                                                                                        |      |
|------------------------------------------------------------------------------------------------------------------------|------|
| 1. Original Contract Price                                                                                             | \$ - |
| 2. Net change by Change Orders                                                                                         | \$ - |
| 3. Current Contract Price (Line 1 + Line 2)                                                                            | \$ - |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$   |
| 5. Retainage                                                                                                           |      |
| a. _____ X \$ _____ Work Completed                                                                                     | \$   |
| b. _____ X \$ _____ Stored Materials                                                                                   | \$   |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                               | \$   |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                                         | \$   |
| 7. Less previous payments (Line 6 from prior application)                                                              |      |
| 8. Amount due this application                                                                                         | \$   |
| 9. Balance to finish, including retainage (Line 3 - Line 4)                                                            | \$   |

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|                                                     |                    |
|-----------------------------------------------------|--------------------|
| <b>Contractor:</b> _____<br><b>Signature:</b> _____ | <b>Date:</b> _____ |
|-----------------------------------------------------|--------------------|

|                                                                                                    |                                                                                           |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Recommended by Engineer</b><br><b>By:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____    | <b>Approved by Owner</b><br><b>By:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____ |
| <b>Approved by Funding Agency</b><br><b>By:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____ | <b>By:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____                             |

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## Contractor's Application for Payment

|                    |                       |                                  |           |
|--------------------|-----------------------|----------------------------------|-----------|
| <b>Owner:</b>      | City of Marshalltown  | <b>Owner's Project No.:</b>      | STR-19002 |
| <b>Engineer:</b>   | City of Marshalltown  | <b>Engineer's Project No.:</b>   | STR-19002 |
| <b>Contractor:</b> |                       | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>    | 2019 PCC PATCH REPAIR |                                  |           |
| <b>Contract:</b>   |                       |                                  |           |

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

| A                        | B           | C                    | D                                      | E                | F                                               | G                                                            | H                                | I                              |
|--------------------------|-------------|----------------------|----------------------------------------|------------------|-------------------------------------------------|--------------------------------------------------------------|----------------------------------|--------------------------------|
| Item No.                 | Description | Scheduled Value (\$) | Work Completed                         |                  | Materials Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |
|                          |             |                      | (D + E) From Previous Application (\$) | This Period (\$) |                                                 |                                                              |                                  |                                |
| Original Contract        |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                          |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
| Original Contract Totals |             | \$                   | \$                                     | \$               | \$                                              | \$                                                           |                                  | \$                             |
| Change Orders            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |

## Contractor's Application for Payment

|                    |                       |                                  |           |
|--------------------|-----------------------|----------------------------------|-----------|
| <b>Owner:</b>      | City of Marshalltown  | <b>Owner's Project No.:</b>      | STR-19002 |
| <b>Engineer:</b>   | City of Marshalltown  | <b>Engineer's Project No.:</b>   | STR-19002 |
| <b>Contractor:</b> |                       | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>    | 2019 PCC PATCH REPAIR |                                  |           |
| <b>Contract:</b>   |                       |                                  |           |

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

| A                                          | B           | C                    | D                                      | E                | F                                               | G                                                            | H                                | I                              |
|--------------------------------------------|-------------|----------------------|----------------------------------------|------------------|-------------------------------------------------|--------------------------------------------------------------|----------------------------------|--------------------------------|
| Item No.                                   | Description | Scheduled Value (\$) | Work Completed                         |                  | Materials Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |
|                                            |             |                      | (D + E) From Previous Application (\$) | This Period (\$) |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
| <b>Change Order Totals</b>                 |             | \$                   | \$                                     | \$               | \$                                              | \$                                                           |                                  | \$                             |
|                                            |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
| <b>Original Contract and Change Orders</b> |             |                      |                                        |                  |                                                 |                                                              |                                  |                                |
| <b>Project Totals</b>                      |             | \$                   | \$                                     | \$               | \$                                              | \$                                                           |                                  | \$                             |



|                    |                       |
|--------------------|-----------------------|
| <b>Owner:</b>      | City of Marshalltown  |
| <b>Engineer:</b>   | City of Marshalltown  |
| <b>Contractor:</b> |                       |
| <b>Project:</b>    | 2019 PCC PATCH REPAIR |
| <b>Contract:</b>   |                       |

|                           |           |
|---------------------------|-----------|
| Owner's Project No.:      | STR-19002 |
| Engineer's Project No.:   | STR-19002 |
| Contractor's Project No.: |           |

| A            | B           | C                    | D     | E               | F                                 | G                                           | H                                               | I                                             | J                                                           | K                                 | L                                 |
|--------------|-------------|----------------------|-------|-----------------|-----------------------------------|---------------------------------------------|-------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------|-----------------------------------|-----------------------------------|
| Bid Item No. | Description | Contract Information |       |                 |                                   | Work Completed                              |                                                 | Materials Currently Stored (not in G)<br>(\$) | Work Completed and Materials Stored to Date (H + I)<br>(\$) | % of Value of Item (J / F)<br>(%) | Balance to Finish (F - J)<br>(\$) |
|              |             | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E)<br>(\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G)<br>(\$) |                                               |                                                             |                                   |                                   |

[illegible]

## Change Orders

|                    |                       |
|--------------------|-----------------------|
| <b>Owner:</b>      | City of Marshalltown  |
| <b>Engineer:</b>   | City of Marshalltown  |
| <b>Contractor:</b> |                       |
| <b>Project:</b>    | 2019 PCC PATCH REPAIR |
| <b>Contract:</b>   |                       |

|                           |           |
|---------------------------|-----------|
| Owner's Project No.:      | STR-19002 |
| Engineer's Project No.:   | STR-19002 |
| Contractor's Project No.: |           |

[illegible]

|                |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| Project Totals | \$ | \$ | \$ | \$ | \$ | \$ |
|----------------|----|----|----|----|----|----|

### Contractor's Application for Payment

|                    |                       |                                  |           |
|--------------------|-----------------------|----------------------------------|-----------|
| <b>Owner:</b>      | City of Marshalltown  | <b>Owner's Project No.:</b>      | STR-19002 |
| <b>Engineer:</b>   | City of Marshalltown  | <b>Engineer's Project No.:</b>   | STR-19002 |
| <b>Contractor:</b> |                       | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>    | 2019 PCC PATCH REPAIR |                                  |           |
| <b>Contract:</b>   |                       |                                  |           |

|                         |  |                            |             |  |           |  |                          |  |
|-------------------------|--|----------------------------|-------------|--|-----------|--|--------------------------|--|
| <b>Application No.:</b> |  | <b>Application Period:</b> | <b>From</b> |  | <b>to</b> |  | <b>Application Date:</b> |  |
|-------------------------|--|----------------------------|-------------|--|-----------|--|--------------------------|--|

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## CHANGE ORDER NO.: [#]

|                |                                 |                           |           |
|----------------|---------------------------------|---------------------------|-----------|
| Owner:         | City of Marshalltown            | Owner's Project No.:      | STR-19002 |
| Engineer:      | City of Marshalltown            | Engineer's Project No.:   | STR-19002 |
| Contractor:    |                                 | Contractor's Project No.: |           |
| Project:       | 2019 PCC PATCH REPAIR           |                           |           |
| Contract Name: |                                 |                           |           |
| Date Issued:   | Effective Date of Change Order: |                           |           |

The Contract is modified as follows upon execution of this Change Order:

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

| Change in Contract Price                                                                                                                | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ _____                                                                                                    | Original Contract Times:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                                                   |
| <b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> :<br>\$ _____ | <b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> :<br>Substantial Completion: _____<br>Ready for final payment: _____ |
| Contract Price prior to this Change Order:<br>\$ _____                                                                                  | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                                 |
| <b>[Increase] [Decrease]</b> this Change Order:<br>\$ _____                                                                             | <b>[Increase] [Decrease]</b> this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                            |
| Contract Price incorporating this Change Order:<br>\$ _____                                                                             | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                            |

|                                                                                                                                                                                                                                                 |                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## FIELD ORDER NO.: [FO#]

|                |                                |                           |           |
|----------------|--------------------------------|---------------------------|-----------|
| Owner:         | City of Marshalltown           | Owner's Project No.:      | STR-19002 |
| Engineer:      | City of Marshalltown           | Engineer's Project No.:   | STR-19002 |
| Contractor:    |                                | Contractor's Project No.: |           |
| Project:       | 2019 PCC PATCH REPAIR          |                           |           |
| Contract Name: |                                |                           |           |
| Date Issued:   | Effective Date of Field Order: |                           |           |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

### Reference:

Specification Section(s):

Drawing(s) / Details (s):

### Description:

[Description of the change to the Work]

### Attachments:

[List documents supporting change]

### Issued by Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## **PART II – TECHNICAL SPECIFICATIONS**

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## **DIVISION 1 – GENERAL REQUIREMENTS**

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## **SECTION 01 11 00 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS**

The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

#### **1.02 DEFINITIONS**

- A. The definitions shall be as presented in the General Conditions, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," "Architect" – Marshalltown Public Works Engineering Department, with a mailing address of 24 N. Center Street, Marshalltown, Iowa 501581; telephone number: (641) 754-5734.
- C. "Owner" or "City" – City of Marshalltown, Iowa, as represented by its proper authorities and with the mailing address of 24 N. Center Street, Marshalltown, Iowa 50158.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

#### **1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS**

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
  - 1. Division 1 - General Requirements
  - 2. Division 2 – Earthwork
  - 3. Division 7 - Streets and Related Work
  - 4. Division 8 – Traffic Control
  - 5. Division 11 – Miscellaneous
- B. The contract drawings or plans, which depict the contract work of the project and upon which the contract is based are those drawings or sheets listed on Sheet 1 of the drawings. Each sheet bears the following general title:

**2019 PCC PATCH REPAIR**

**PROJECT NO. STR-19002**

**MARSHALLTOWN, IOWA**

- C. The Drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.

- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work, which is required. There is no attempt to make complete classification according to trade or any agreements, which may exist between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility. Refer to the General Conditions.

#### **1.04 LOCATION OF THE WORK**

The work under this contract is located in Marshalltown, Iowa in Marshall, County, Iowa, on properties for which easements and/or title have been obtained by the Owner.

#### **1.05 WORK COVERED BY CONTRACT DOCUMENTS**

The broad scope of the project covered under these contract documents includes, but is not limited to, the PCC Patch Repair for Lincoln Tower Circle, Marion Street, and 18<sup>th</sup> Avenue located in the City of Marshalltown, Iowa.

#### **1.06 CONTRACTS**

The work shall be performed under three schedules and one (1) contract, as listed on the Bid Form.

#### **1.07 WORK BY OTHERS**

Refer to the General and Supplementary Conditions.

#### **1.08 CONTRACTOR'S RESPONSIBILITIES AND DUTIES**

##### **A. General:**

1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.

##### **B. Continuous Operation:**

1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
2. Each Contractor shall note that the Owner must continue the operation of the existing wastewater collection facilities.
3. Each Contractor shall schedule all required work so as to minimize the interruption of the continuous operation of the existing facilities and functions.
4. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The



schedule and procedure shall be reviewed and approved by the Engineer and the Owner prior to commencement of these operations.

5. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The Contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.
6. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Underground Utilities:

1. Iowa One Call Locates: 1-800-292-8989
2. Water Lines: One Call – Marshalltown Water Works – Shelli Lovall
3. Sanitary Sewer: One Call – City of Marshalltown
4. Gas Lines: One Call – Alliant Energy / Consumers Energy
5. Electrical: One Call – Alliant Energy / Consumers Energy
6. Telephone/Cable: One Call – Century Link/Windstream/Mediacom.

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.

E. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.

F. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

G. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and

acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

#### **1.09 UNFAVORABLE CONSTRUCTION CONDITIONS:**

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

#### **1.10 PRESERVATION OF MONUMENTS AND STAKES:**

- A. Refer to the General Conditions and the Supplementary Conditions.
- B. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

#### **1.11 METHODS OF OPERATION:**

- A. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
- B. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefore.
- C. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

#### **1.12 CONDUCT OF WORK:**

- A. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
- B. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- C. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the

work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.

- D. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.
- E. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

#### **1.13 PARTIAL OWNER OCCUPANCY**

- A. If portions of the facilities will be in operation before final construction is completed, the Owner reserves the right to utilize the facilities in the manner for which they were designed. This continued operation shall in no way indicate final acceptance prior to completion of the project.
- B. Refer also to the General Conditions and the Supplementary Conditions.

#### **1.14 PERMITS AND REGULATIONS**

Refer to the General Conditions and the Supplementary Conditions.

END OF SECTION

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# **SECTION 01 20 00 - MEASUREMENT AND PAYMENT**

## **PART 1 - GENERAL**

### **1.01 GENERAL**

- A. The General Provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. The intention of the Proposal Form is to include full compensation for all labor, materials, equipment, supervision, and other incidental items necessary for the performing of and completion of the items of work in place, in accordance with the Contract Documents for payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. All items of work necessary to produce the intended results NOT specifically contained in the Proposal Form shall be considered incidental work to the Proposal Form item without allowance for separate, additional compensation.
- C. All cost of all work described in Division 1, unless otherwise specified shall be considered incidental, with no separate measurement or payment.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 -- EXECUTION**

### **3.01 MEASUREMENT**

- A. The determination of final quantities of Work performed under the Contract will be made by the Engineer, based upon measurements made by him or his assistants. Measurement of completed work shall be in units as shown on the Proposal Form for unit price items or completion of Work items listed and shown on the accepted schedule of values for lump sum items.
- B. The Contractor shall participate in the measurement of completed Work unless otherwise agreed.
- C. Specific differences in measurement or classification of Work are to be resolved at the time of measurement.
- D. All measurements shall be completed on a regular basis.

### **3.02 APPLICATION FOR PAYMENT**

- A. The Contractor shall prepare and submit progress payment requests on forms provided by or approved by the Owner.
- B. All submissions shall be made in accordance with the requirements of the General Conditions and Supplementary Conditions as hereinafter modified:
  - 1. Modifications: NONE

### **3.03 PAYMENT**

A. All payments shall be made in accordance with the requirements of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

1. Modifications: NONE

B. Payment will be made in accordance with the respective unit or lump sum prices as shown on the Proposal Form.

### **3.04 PAYMENTS TO BE WITHHELD**

All payments due the Contractor including payment for stored material shall be subject to retainage and withholding due to uncompleted work in accordance with the provisions of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

A. Modifications: NONE

### **3.05 PAYMENT ITEMS**

Payment items shall be as listed on the Proposal Form.

END OF SECTION

## **SECTION 01 25 00 - SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.

#### **1.02 SCOPE**

This section provides a description of the general requirements for the submission, review, and acceptance of substitute items of material and equipment.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

END OF SECTION



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## **SECTION 01 31 13 - COORDINATION**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the contract, including General Conditions and Supplementary Conditions shall apply to the work covered in this Section.
- B. Related requirements specified elsewhere.
  - 1. Summary of Work - Section 01 11 00
  - 2. Project Meetings and Job Site Administration - Section 01 31 19.

#### **1.02 SCOPE AND DESCRIPTION**

This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. All Contractors or subcontractors working on specific portions of the project shall schedule and conduct their Work as not to impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

#### **3.02 SITE WORK COORDINATION**

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner, and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.
- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Coordination is considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Coordination is considered incidental Work with no separate payment to be made.

END OF SECTION

# **SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
  - 1. Coordination: Section 01 31 13

### **1.02 SCOPE**

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
  - 1. Date, time and place of the meeting
  - 2. Purpose of the meeting
  - 3. Names of people invited to the meeting
  - 4. Additional information as necessary

### **3.02 PRECONSTRUCTION CONFERENCE**

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
  - 1. Contract and Legal Documents and Specifications
  - 2. Drawings
  - 3. General construction requirements
  - 4. Coordination of different contractors
  - 5. Pay request procedure
  - 6. Shop drawing submittal

7. Project observation and testing
8. Coordination with affected governmental agencies and utility companies.

### **3.03 PROGRESS MEETINGS**

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

### **3.04 JOB SITE ADMINISTRATION**

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

# **SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

### **1.02 SCOPE**

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

## **PART 2 - PRODUCTS**

### **2.01 SHOP DRAWINGS**

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

### **2.02 PRODUCT DATA**

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

### **2.03 SAMPLES**

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

## **PART 3 - EXECUTION**

### **3.01 SHOP DRAWING AND PRODUCT DATA**

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

### **3.02 SAMPLES**

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

# **SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit normally issued by the Iowa Department of Natural Resources (IDNR) to the Marshalltown, Iowa under General Permit No. 2 shall apply to all portions of the work.
- C. The provisions of the Temporary Dewatering Permit (if required) normally issued by the IDNR to the Contractor under General Permit 9 (GP9) covers dewatering discharges to surface waters of the state and to the ground surface. Contractor may need to file a notice of intent.

### **1.02 SCOPE**

- A. This Section identifies the special project conditions and procedures required by the above referenced permits.
- B. The Contractor shall be responsible for implementing and conforming to all special project procedures and requirements as identified herein.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS**

- A. For information regarding the requirements of the General Permit No. 2, the permit information may be found at <https://www.iowadnr.gov/Portals/idnr/uploads/water/npdes/gp2.pdf> and <https://www.iowadnr.gov/Portals/idnr/uploads/water/stormwater/guidanceno2.pdf?ver=2019-06-26-092224-590> on the Iowa Department of Natural Resources web site.
- B. The Contractor shall prepare a Storm Water Pollution Prevention Plan as per Section 9040 and be required to complete and submit a Notice of Intent for Coverage Under General Permit No. 2.

### **3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS**

In the event a Temporary Dewatering Permit is required, the Contractor shall be responsible for making application for the necessary permit. For information regarding the need for and requirements of a Temporary Dewatering Permit, the information may be found at: <http://www.iowadnr.gov/LinkClick.aspx?fileticket=m-nVfGXIYP0%3d&portalid=3>



## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Permits are considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

No additional compensation shall be made for costs of applying for or complying with the provisions of any Permit, if required. All costs associated with the application for and compliance with shall be considered incidental to the project cost.

END OF SECTION

# **SECTION 01 45 00 - QUALITY CONTROL**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

### **1.02 SCOPE**

This Section is intended to describe the Contractor's responsibilities regarding quality control.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 TESTING LABORATORY SERVICES**

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

### **3.02 FACTORY TESTS**

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

### **3.03 FIELD TESTS**

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Quality control is considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 50 00 - TEMPORARY FACILITIES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

#### **1.02 SCOPE**

This section describes the temporary facilities to be provided by the Contractor during the Work.

#### **1.03 PAYMENT**

Refer to Section 01 20 00 - Measurement and Payment

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 TEMPORARY ELECTRICAL**

It will be the Contractor's responsibility to make arrangements for, provide, obtain, and pay for temporary construction power as required for lighting and construction needs.

#### **3.02 TEMPORARY WATER**

- A. It will be the Contractor's responsibility to provide, obtain and pay for all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State, and Local health regulations.

#### **3.03 TEMPORARY SANITARY FACILITIES**

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed, and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and Local health regulations.

### **3.04 ROADS**

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.
- B. The Contractor shall obtain the approval of the appropriate township, county, state, or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

### **3.05 SIGNS**

No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men," "Danger," "High Voltage," etc.

### **3.06 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT**

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be; not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured; not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area.
- D. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20-foot candles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- E. All temporary lighting and power shall use UL approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

### **3.07 TEMPORARY FENCES/GATES**

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences, which interfere with the Work, shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.

- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged, or destroyed shall be purchased and installed as required.
- D. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.
- F. All loss of livestock due to negligence shall be the responsibility of the contractor.

### **3.08 TEMPORARY OPERATIONS**

When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the plant site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

### **3.09 SITE CLEANUP**

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

## **PART 4 -MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

- A. Quality control is considered incidental Work with no separate measurement to be made.
- B. Refer to Section 01 52 13 - Field Offices and Sheds

### **4.02 BASIS OF PAYMENT**

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

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# **SECTION 01 57 00 - TEMPORARY CONTROLS**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

### **1.02 SCOPE**

This section is intended to describe the temporary controls to be provided by the Contractor.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

### **3.02 NOISE CONTROL**

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

### **3.03 DUST CONTROL**

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

### **3.04 WATER CONTROL**

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.
- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.



## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

- A. Temporary controls are considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

- A. Temporary controls are considered incidental Work with no separate payment to be made.

END OF SECTION

# **SECTION 01 77 00 - CLOSEOUT PROCEDURES**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

### **1.02 SCOPE**

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 CLEANUP**

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

### **3.02 PROJECT RECORDS**

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

### **3.03 FINAL INSPECTION**

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

### **3.04 GUARANTEE**

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and

agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

### **3.05 LIENS**

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

### **4.02 BASIS OF PAYMENT**

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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## **DIVISION 2 - EARTHWORK**



## SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Clearing and Grubbing
- B. Earthwork, Excavation, and Embankment Construction
- C. Subgrade Preparation
- D. Subbase Construction
- E. Topsoil

#### **1.02 DESCRIPTION OF WORK**

Excavate and construct embankments, subgrades, and subbases.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Submit results of Standard Proctor and in-place density tests on compactions when required.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

If impractical, or if scheduling does not allow the removal of utilities before excavation, work around the utilities.

#### **1.08 MEASUREMENT AND PAYMENT**

- A. Clearing and Grubbing by Units: The quantity of clearing and grubbing will be the quantity, in units, shown in the contract documents.



## 1. Measurement:

- a. Trees 6 inches in diameter or greater will be counted and the circumference will be measured at a height of 18 inches above the ground. The diameter will be calculated by measuring the circumference to the nearest inch and dividing by 3.14. See Table 2010.01 for identification of units per tree for clearing, grubbing, and clearing and grubbing.
  - b. Stumps 6 inches in diameter or greater will be counted and the diameter, in inches, calculated by determining the average diameter at cutoff. See Table 2010.01 for identification of units per stump for grubbing.
  - c. Logs and down timber 6 inches in diameter or greater will be measured at a point 18 inches from the end of the log with greatest diameter or 18 inches from the base of the tree for down timber for clearing.
  - d. Hedge rows will be measured in linear feet and converted to units using a rate of 30 units per 100 linear feet of hedge row.
  - e. Brush will be measured in square feet and converted to units by using a rate of 0.8 units per 100 square feet of brush.
  - f. Growing corn will be measured in square feet and converted to units by using a rate of 0.2 units per 100 square feet of growing corn.
  - g. Vegetation removal will not be measured for payment.
  - h. Field fence removal, included in clearing and grubbing, will be measured in stations and converted to units at a rate of 6.0 units per station of fence.
- B. For each tree or stump counted as identified in Items a, b, and c, units will be determined as identified in the following table:

**Table 2010.01: Tabulation of Units for Removal of Trees and Stumps**

| Size Diameter               | Unit     |          |                       |
|-----------------------------|----------|----------|-----------------------|
|                             | Clearing | Grubbing | Clearing and Grubbing |
| Over 6 in. to 9 in. incl.   | 1.1      | 2.8      | 3.9                   |
| Over 9 in. to 12 in. incl.  | 1.9      | 4.8      | 6.7                   |
| Over 12 in. to 15 in. incl. | 2.8      | 6.6      | 9.4                   |
| Over 15 in. to 18 in. incl. | 4.7      | 8.8      | 13.5                  |
| Over 18 in. to 24 in. incl. | 8.4      | 13.6     | 22.0                  |
| Over 24 in. to 30 in. incl. | 11.4     | 17.6     | 29.0                  |
| Over 30 in. to 36 in. incl. | 22.0     | 28.0     | 50.0                  |
| Over 36 in. to 42 in. incl. | 30.0     | 50.0     | 80.0                  |
| Over 42 in. to 48 in. incl. | 40.0     | 80.0     | 120.0                 |

**Table 2010.01: Tabulation of Units for Removal of Trees and Stumps**

| Size Diameter               | Unit     |          |                       |
|-----------------------------|----------|----------|-----------------------|
|                             | Clearing | Grubbing | Clearing and Grubbing |
| Over 48 in. to 60 in. incl. | 60.0     | 100.0    | 160.0                 |
| Over 60 in. to 72 in. incl. | 80.0     | 120.0    | 200.0                 |
| Over 72 in.                 | 120.0    | 160.0    | 280.0                 |

1. Payment: Payment will be at the unit price per unit.
2. Includes: Unit price includes, but is not limited to, placement of backfill in area where roots have been removed, and removal and disposal of all materials.

**C. Clearing and Grubbing by Area:**

1. Measurement: Measurement will be the plan quantities for the total area of clearing and grubbing. If the limits for this item are not shown in the contract documents, they will be calculated from a need line or right-of-way line as indicated in the project plans.
2. Payment: Payment will be at the unit price per acre.
3. Includes: Unit price includes, but is not limited to, removal and disposal of all materials and placement of backfill in area where roots have been removed.

**D. Clearing and Grubbing by Lump Sum:**

1. Measurement: Lump sum item; no measurement will be made.
2. Payment: Payment will be the contract lump sum price.

**E. Topsoil:**

1. On-site Topsoil:
  - a. Measurement: Measurement will be in cubic yards of topsoil stripped, salvaged, and spread, and will be computed on the basis of a uniform 8 inch finished thickness, or as specified.
  - b. Payment:
    - 1) Payment will be at the unit price per cubic yard.
    - 2) Topsoil salvaged from excavated areas and paid as topsoil will not be included in excavation quantities for which payment is made.
    - 3) Overhaul will not be paid.
2. Compost-amended Topsoil:
  - a. Measurement: Measurement will be the same as for on-site topsoil.
  - b. Payment: Payment will be the unit price per cubic yard.

- c. Includes: This work includes, but is not limited to, furnishing and incorporating compost.
- 3. Off-site Topsoil:
  - a. Measurement: Measurement will be in cubic yards for furnishing, excavating, hauling, and incorporating the material.
  - b. Payment: Payment will be at the unit price per cubic yard.
- F. Class 10, Class 12, or Class 13 Excavation:
  - 1. Measurement:
    - a. Measurement for Class 10, Class 12, and Class 13 material excavated from the project site and borrow areas will be the plan quantity in cubic yards, without final field measurement. Adjustments may be made to the plan quantities if agreed to by both the Engineer and the Contractor.
    - b. If either the Contractor or the Engineer desires actual measurements rather than using contract document quantities, that party must provide written notice to the other party prior to starting work.
      - 1) If actual measurements are used, use cross-section surveys by the Engineer before and after work for the basis of computing the cubic yards of excavation. The extra survey cost will be paid by the party requesting the survey.
      - 2) When the Engineer determines it is impractical to make cross-section surveys, use the truck count method, with a shrinkage factor, resulting in volume per truck type and size determined by the Engineer. Unless otherwise specified, use a shrinkage factor of 1.35 for Class 10 and Class 13 excavation. No shrinkage factor will be used for Class 12.
  - 2. Payment:
    - a. Payment will be at the unit price per cubic yard.
    - b. Payment will not be made for excavation work done prior to the staking and, if necessary, cross-sectioning.
  - 3. Includes, but is not limited to:
    - a. Site preparation for, and the construction of, embankment, fills, shoulder backfill, and backfill behind curbs.
    - b. Overhaul.
    - c. Finishing the soil surface, including roadways, shoulders, behind curbs, side ditches, slopes, and borrow pits.
    - d. Repair or replacement of any fences that have been unnecessarily damaged or removed.
  - 4. Does not include: Stripping, salvaging, and spreading 8 inches of topsoil, unless otherwise specified in the contract documents.

G. Below Grade Excavation (Core Out): If unsuitable or unstable soil is encountered below the 12 inches of subgrade, measurement and payment for removal and replacement of such materials is as follows:

1. Measurement: Will be measured and paid as extra work, unless otherwise specified in the contract documents.
2. Payment: To be considered for payment, the Engineer must order the removal and replacement of the material. Payment will be considered only in previously undisturbed areas and not in existing embankments or following proof rolling operations.
3. Includes: Payment includes, but is not limited to, equipment, tools, labor, disposal of unsuitable materials, dewatering, drying, furnishing, and placement of foundation materials as required by the Engineer, compaction and finishing of the excavated area, and all incidental work as may be required.

H. Subgrade Preparation:

1. Measurement: The area of the proposed pavement under which the subgrade preparation is performed, plus 2 feet on each side, will be measured in square yards.
2. Payment: Payment will be at the unit price per square yard.
3. Includes: Work includes, but is not limited to, excavating, manipulating, replacing, compacting, and trimming to the proper grade.

I. Subgrade Treatment:

1. Measurement: The area of the proposed pavement under which subgrade treatment is provided, plus 2 feet on each side, will be measured in square yards.
2. Payment:
  - a. Payment will be at the unit price per square yard for each type used.
  - b. Payment is in addition to subgrade preparation.
3. Includes: Work includes, but is not limited to, furnishing, placing, and incorporating the subgrade treatment material [cement, asphalt, fly ash, lime, geogrid (type), or geotextiles].

J. Subbase:

1. Measurement: The area of the proposed pavement under which subbase is provided, plus 2 feet on each side, will be measured in ~~square yards~~ **tons**.
2. Payment: Payment will be at the unit price per ~~square yard~~ **0.1 ton**.
3. Includes: Work includes, but is not limited to, furnishing, placing, compacting, and trimming to the proper grade.

**K. Removals:****1. Structures:**

- a. Measurement: Each structure to be removed will be counted.
- b. Payment: Payment will be at the unit price for each specified structure removed.
- c. Includes: Unit price includes, but is not limited to, removal and disposal of structures.

**2. Culverts:****a. Known Box Culverts:**

- 1) Measurement: Each type and size of box culvert removed will be measured in linear feet from end to end along the centerline of the flowline.
- 2) Payment: Payment will be at the unit price per linear foot for each type and size of box culvert removed.
- 3) Includes: Unit price includes, but is not limited to, removal and disposal of box culverts.

**b. Unknown Box Culverts:** Removal of unknown box culverts will be measured and paid as extra work.**c. Known Pipe Culverts:**

- 1) Measurement: Each type and size of pipe culvert removed will be measured in linear feet from end to end at the flow line.
- 2) Payment: Payment will be at the unit price per linear foot for each type and size of pipe culvert removed.
- 3) Includes: Unit price includes, but is not limited to, removal and disposal of pipe culverts.

**d. Unknown Pipe Culverts:** Removal of unknown pipe culverts will be measured and paid as extra work.**3. Pipes and Conduits:****a. Known Pipes and Conduits:**

- 1) Measurement: Each type and size of pipe and conduit removed will be measured in linear feet from end to end.
- 2) Payment: Payment will be at the unit price per linear foot for each type and size of pipe and conduit removed.
- 3) Includes: Unit price includes, but is not limited to, removal, disposal, and plugging, if specified, of pipes and conduits.

- 4) Abandoned Private Utilities: Removal of all private utility lines is the responsibility of the respective utility agency, and will not be measured or paid.
  - b. Unknown Pipes and Conduits: Removal of unknown pipes and conduits will be measured and paid as extra work.
- 4. Pavement: Comply with Section 7040.
- L. Filling and Plugging of Pipe Culverts, Pipes, and Conduits:
  - 1. Known Pipe Culverts, Pipes, and Conduits:
    - a. Measurement: Each type and size of pipe culvert, pipe, and conduit filled and plugged will be measured in linear feet from end to end.
    - b. Payment: Payment will be at the unit price per linear foot for each type and size of pipe culvert, pipe, and conduit filled and plugged.
    - c. Abandoned Private Utilities: Filling and plugging of all private utility lines is the responsibility of the respective utility agency, and will not be measured or paid.
  - 2. Unknown pipe culverts, pipes, and conduits: Filling and plugging of unknown pipe culverts, pipes, and conduits will be measured and paid as extra work.
- M. Compaction Testing:
  - 1. The Contractor will not be responsible for compaction testing or payment unless otherwise specified in the contract documents.
  - 2. If the contract documents specify that the Contractor is responsible for compaction testing, performed by an independent testing laboratory hired by the Contractor, measurement and payment will be as follows:
    - a. Measurement: Lump sum item; no measurement will be made.
    - b. Payment: Payment will be the contract lump sum price.
  - 3. The Contractor will be responsible for payments associated with all retesting resulting from failure of initial tests.

## **PART 2 - PRODUCTS**

### **2.01 TOPSOIL**

- A. Use suitable topsoil of uniform quality, free from hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch (1/2 inch for turfgrass seeding), lime cement, ash, slag, concrete, tar residue, tarred paper, boards, chips, sticks, or any undesirable material.
- B. Use on-site topsoil, unless compost-amended or off-site topsoil is specified.
- C. On-site Topsoil: On-site topsoil material is material excavated from the top 12 inches of the site. Use of on-site topsoil material is subject to the Engineer's approval.

- D. Compost-amended On-site Topsoil: Amend low-quality on-site topsoil, not meeting the requirements specified for off-site topsoil, with a minimum of 1 inch of compost for every 3 inches of topsoil. Use compost meeting the requirements of mulch for pneumatic seeding in Section 9010, 2.07.
- E. Off-site Topsoil: Contains at least 3% organic matter, according to ASTM D 2974, has a high degree of fertility, is free of herbicides that prohibit plant growth, has a pH level between 6.0 and 8.0, and meets the following mechanical analysis requirements:

| Sieve   | Percent Passing |
|---------|-----------------|
| 1"      | 100             |
| 1/2"    | 95* to 97*      |
| 1/4"    | 40 to 60        |
| No. 100 | 40 to 60        |
| No. 200 | 10 to 30        |

\* 100% for turf grass

- F. The Engineer will approve the source of off-site topsoil. Surface soils from ditch bottoms, drained ponds, and eroded areas, or soils that are supporting growth of noxious weeds or other undesirable vegetation, will not be accepted. The Engineer will determine if testing is necessary. The Contractor will be responsible for payment of the testing if the off-site topsoil does not meet the above requirements. If the testing verifies the off-site topsoil does meet the above requirements, payment for the testing will be the responsibility of the Jurisdiction.

## 2.02 EXCAVATION MATERIALS

All project site and borrow excavation will be classified as Class 10, Class 12, or Class 13 as defined below, and as indicated in the contract documents.

### A. Class 10 Excavation:

1. Class 10 excavation includes all normal soil such as loam, silt, gumbo, peat, clay, soft shale, sand, and gravel. It includes fragmentary rock handled in the manner normal to this class of excavation.
2. Includes any combination of the above described materials and any other material not classified as Class 12 or Class 13.

### B. Class 12 Excavation:

1. Material deposits so firmly cemented together that they cannot be removed without continuous use of pneumatic tools or blasting.
2. Class 12 excavation includes the actual measured volume of granite, trap, quartzite, chert, limestone, sandstone, hard shale, or slate in natural ledges or displaced masses.

3. Also includes the estimated or measured volume of rock fragments or boulders that occur on the surface or in subsurface deposits mixed with soil, sand, or gravel when their size, number, or location prevents them from being handled in a manner normal to Class 10 excavation.

C. Class 13 Excavation:

1. Class 13 excavation includes all materials listed under the definitions of Classes 10 and 12, and any other material encountered, regardless of its nature.
2. This classification covers work commonly referred to as "unclassified excavation."
3. The contract documents will specify the limits for Class 13 excavation. Excavation within these limits will not be classified as Class 10 or Class 12 excavation.

D. Unsuitable or Unstable Materials:

- a. Material encountered during excavation above or below grade that does not meet the suitable soil requirements in Section 2010, 2.03.
- b. Rubbish and debris, including trees, stumps, waste construction materials, scrap metals, and other materials that cannot be buried or used for backfill or topsoil.
- c. Moisture content does not determine suitability of materials.

- E. Borrow: Unless otherwise provided in the contract documents, when the quantity of fill material required is not available within the limits of the project cross-sections or specific borrow areas as indicated, the Contractor should make up the deficiency from borrow areas provided by the Engineer, or furnish equivalent material from other borrow areas.

## **2.03 SUITABLE EMBANKMENT MATERIALS**

Meet the following requirements for all soils provided for the construction of embankments:

- A. Density of 95 pcf or greater according to ASTM D 698 or AASHTO T 99 (Standard Proctor Density).
- B. AASHTO M 145 group index of less than 30.
- C. Liquid limit (LL) less than 50.
- D. Soils not meeting these requirements are considered unsuitable soils, regardless of classification.
- E. For soils to be placed below water, use clean granular material.

## **2.04 FOUNDATION MATERIALS**

- A. Select Subgrade Materials:



1. All soils required for select subgrade materials must be approved by the Engineer. Approval of materials and their use will be based on AASHTO M 145.
2. Cohesive soils must meet all of the following requirements:
  - a. 45% or less silt size fraction.
  - b. Density of 110 pcf or greater according to ASTM D 698 or AASHTO T 99 (Standard Proctor Density).
  - c. Plasticity index greater than 10.
  - d. A-6 or A-7-6 soils of glacial origin.
3. Granular soils must meet all of the following requirements:
  - a. Density of 110 pcf or greater according to ASTM D 698 or AASHTO T 99 (Standard Proctor Density).
  - b. 15% or less silt and clay.
  - c. Plasticity index of 3 or less. 4) A-1, A-2, or A-3 (0).
  - d. Crushed stone, crushed PCC, crushed composite pavement, or RAP; mixtures of gravel, sand, and soil; or uniformly-blended combinations of the above; as approved by the Engineer.
  - e. The Engineer may authorize a change in select subgrade materials subject to materials available locally at time of construction.

**B. Granular Stabilization Materials:**

1. Clean, crushed stone or crushed concrete, with the following gradation:

| <b>Sieve</b> | <b>Percent Passing</b> |
|--------------|------------------------|
| 2 1/2"       | 100                    |
| 2"           | 90 to 100              |
| 1 1/2"       | 35 to 70               |
| 1"           | 0 to 20                |
| 1/2"         | 0 to 5                 |

2. The Engineer may authorize a change in gradation, subject to materials available locally at time of construction.

**C. Subgrade Treatment:**

1. Cement: Meet the requirements of AASHTO M 85 for Portland cement.
2. Asphalt: Meet the requirements of AASHTO M 140.
3. Fly ash: Provide Class C meeting the requirements of ASTM C 618 with a minimum of 22% CaO; the Loss of Ignition requirements in Table 1 will not apply. Approval of source required.

4. Lime: Hydrated lime should meet requirements of ASTM C 207, Type N or AASHTO M 216, and others.

D. Geogrid:

1. ~~Rectangular or Square: Use an integrally-formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:~~

**Table 2010.02: Geogrid (Rectangular or Square)**

| Property                               | Test Method              | Units     | Type 1 <sup>1</sup> | Type 2  |
|----------------------------------------|--------------------------|-----------|---------------------|---------|
| Aperture stability modulus at 20 kg-cm | Kinney <sup>2</sup> - 01 | kg-cm/deg | 3.2                 | 6.5     |
| Minimum true initial modulus in use    |                          |           |                     |         |
| Machine direction (MD)                 | ASTM D 6637              | lb/ft     | 15,080              | 32,890  |
| Cross Machine direction (CMD)          |                          |           | 20,560              | 44,725  |
| Tensile strength, 2% strain            |                          |           |                     |         |
| MD                                     | ASTM D 6637              | lb/ft     | 270                 | 410     |
| CMD                                    |                          |           | 380                 | 590     |
| Junction efficiency                    | GRI-GG2-87               | %         | 93                  | 93      |
| Flexural rigidity                      | ASTM D 1388              | mg-cm     | 250,000             | 750,000 |
| Aperture size                          |                          |           |                     |         |
| Minimum                                | N/A                      | in.       | 0.5                 | 0.5     |
| Maximum                                |                          |           | 2.0                 | 2.0     |

<sup>1</sup> ~~Geogrids meeting the requirements of Iowa DOT Article 4196.01, B and Materials I.M. 496.01 will be acceptable.~~

<sup>2</sup> ~~Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.~~

2. Triangular: Use punched and drawn polypropylene that is oriented in three substantially equilateral directions. Meet the following minimum physical properties:

**Table 2010.03: Geogrid (Triangular)**

| Property                                    | Test Method              | Units                          | Type 3 | Type 4 |
|---------------------------------------------|--------------------------|--------------------------------|--------|--------|
| Aperture stability modulus at 5 kg-cm       | Kinney <sup>1</sup> - 01 | kg-cm/deg                      | 3.0    | 3.6    |
| Resistance to loss of load capacity         |                          |                                |        |        |
| Chemical resistance                         | EPA 9090 Immersion       | %                              | 90-100 | 90-100 |
| Ultra-violet light and weathering (500 hrs) | ASTM D 4355              |                                |        |        |
| Junction efficiency                         | GRI-GG2-87<br>GRI-GG1-87 | % of ultimate tensile strength | 93     | 93     |

| Property         | Test Method | Units               | Type 3     | Type 4      |
|------------------|-------------|---------------------|------------|-------------|
| Radial stiffness | ASTM D 6637 | lb/ft @ 0.5% strain | 15,000     | 20,000      |
| Rib Patch        |             |                     |            |             |
| Longitudinal     | N/A         | in.                 | 1.5-1.75   | 1.5-1.75    |
| Diagonal         |             |                     |            |             |
| Mid-rib depth    | N/A         | in.                 | 0.04-0.06  | 0.05-0.08   |
| Mid-rib width    | N/A         | in.                 | 0.035-0.05 | 0.035-0.055 |

<sup>1</sup> Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.

3. Triangular geogrid shall be required on all streets and roadways. Geogrid shall be TriAx® TX140 Geogrid or approved equal.

E. Geotextiles: Use a woven or non-woven permeable fabric, manufactured of polymer fibers, meeting the requirements of ASTM D 4439.

F. Subbase:

1. Special Backfill:

- a. Comply with Iowa DOT Specifications Section 4132. The quality requirements of Iowa DOT Materials I.M. 210 for recycled pavements are waived.
- b. The Engineer may authorize a change in gradation subject to materials available locally at time of construction.

2. Granular Subbase:

- a. Comply with Iowa DOT Specifications Section 4121.
- b. The Engineer may authorize a change in gradation subject to materials available locally at time of construction.

3. Modified Subbase:

- a. Comply with Iowa DOT Specifications Section 4123.
- b. The Engineer may authorize a change in gradation, subject to materials available locally at time of construction.

**PART 3 -- EXECUTION****3.01 CLEARING AND GRUBBING**

Notification: Notify the Engineer prior to start of clearing and grubbing activities.

A. Tree Cutting:

1. October 1 through March 31: No restrictions on tree cutting.
2. April 1 through September 30: Cut trees only after authorized by the Engineer and upon receiving a copy of the Determination of Effect indicating no affect to threatened or endangered species is expected within the work area.

B. Removal: Remove the following items:

1. Trees and stumps, including roots, to a depth of at least 12 inches. Place backfill to fill the hole.
2. Logs and downed timber.
3. Hedge rows, brush, field fence, and agricultural products.
4. Vegetation and rubbish.
5. Other objectionable materials.

C. Disposal: Material from clearing and grubbing may be removed according to Iowa Code 335 and must meet local ordinances.

1. Process by chipping logs, downed timber, or brush for mulching material; or salvage logs and downed timber for firewood.
2. Other vegetation, including corn stubble, may be disked into the existing soil if approved by the Engineer.
3. Haul vegetative materials from clearing and grubbing that are not handled on the project to a yard waste disposal site.
4. Remove field fence and other non-vegetative materials from the project.

**3.02 STRIPPING, SALVAGING, AND SPREADING TOPSOIL**

A. Stripping and Salvaging Topsoil:

1. Mow all weeds, grass, and growing crops or other herbaceous vegetation close to the ground and remove from the site. Shred sod by shallow plowing or blading and thorough disking. Thoroughly shred to allow the soil to be easily spread in a thin layer over areas to be covered. If allowed by the Engineer, herbicides may be applied, and vegetation may be incorporated into the topsoil.
2. Remove an adequate amount of topsoil from the upper 12 inches of existing on-site topsoil to allow finish grading with a finished grade of 8 inches of salvaged or amended topsoil. The topsoil may be moved directly to an area where it is to be used, or may be stockpiled for future use.

**B. Preparation for Topsoil Placement:**

1. Finish excavation and embankment work according to the specified grades and cross- sections; grade and slope all surfaces to drain away from buildings and prevent ponding. Conform to the grading plan within  $\pm 2$  inches.
2. Loosen surface to a minimum depth of 4 inches to reduce compaction.

**C. Topsoil Spreading and Finish Grading:**

1. Place the topsoil after all grading and trenching activities in the area have been completed.
2. Place topsoil at least 8 inches deep; smooth and finished grade according to the contract documents. If topsoil is being amended with compost, thoroughly blend compost with on- site topsoil at the rate specified in Section 2010, 2.01.
3. After finish grading the topsoil, remove clods, lumps, roots, litter, other undesirable material, or stones larger than 1 inch (1/2 inch for turfgrass).

**3.03 EXCAVATION**

Notification: Notify the Engineer prior to start of excavation activities.

**A. Pavement Removal:**

1. Cut surface pavement to full depth as required, and at designated removal lines.
2. Remove all pavement materials.
  - a. If specified in the contract documents or allowed by the Engineer, process for re-use.
  - b. Dispose of excess material as follows:
    - 1) Use as unsuitable soil according to this section.
    - 2) If specified in the contract documents deliver and stockpile at a site designated by the Engineer.
    - 3) Otherwise, properly dispose of off-site.
3. Remove pavement material broken or damaged by the Contractor beyond designated removal lines to new line designated by the Engineer, and replaced at the Contractor's expense.
4. Protect subgrade beneath existing pavement removal areas.

**B. Excavation: Perform Class 10, 12, or 13 grading, as specified in the contract documents, to the prescribed grade.****C. Shaping of Borrow:**

1. Ensure that borrow areas provided by the Contractor are regular in cross-section to allow accurate measurement.
2. Ensure that care is taken to blend to natural land forms and avoid unnecessary damage to the land.

3. Do not divert natural drainage of surface water onto adjoining owners, and be diligent in draining the surface water in its natural course or channel.
4. Complete excavation in a way consistent with the existing natural drainage conditions.

D. Drainage:

1. Provide temporary drainage facilities to prevent damage to public or private interests when necessary to interrupt natural drainage or flow of artificial drains.
2. Restore original drainage as soon as work allows.
3. The Contractor is responsible for damage resulting from their neglect to provide erosion control or artificial drainage.

E. Unsuitable or Unstable Materials:

1. Remove unsuitable or unstable materials to a depth specified in the contract documents, or as directed by the Engineer.
2. The Engineer will determine the need for and type of backfill material, including select soil or granular subbase.
3. Remove all soft areas. Replace with approved materials.
4. If subbase materials are used, provide weight tickets at the time of delivery.
5. Dispose of unsuitable or unstable materials according to the requirements in this section.

F. Removal of Boulders: Remove all boulders with a minimum diameter of 6 inches.

G. Rock Excavation:

1. When excavation to the subgrade elevation results in a surface consisting of loose or solid rock:
  - a. Excavate 1 foot below the finished subgrade elevation.
  - b. Construct subgrade with suitable material.
  - c. Conduct operations so the Engineer is given the opportunity to measure cross- section before placement of subgrade material.
2. When pre-splitting of rock cuts is necessary, the limits of the area and the procedure used will be subject to the approval of the Engineer.
3. Dispose of rocks and boulders 6 inches in diameter and greater off-site.

H. Removal or Filling of Pipe Culverts, Pipes, and Conduits: Remove, plug, and/or fill with flowable mortar, as directed by the Engineer.

### 3.04 EMBANKMENT CONSTRUCTION

Notification: Notify the Engineer prior to start of embankment activities.

A. Site Preparation:

1. Remove all ground cover from the area.
2. When an embankment is placed on or against an existing slope that is steeper than 3:1 and is more than 10 feet high, cut the slope into steps as the construction of the new embankment progresses. The steps should ensure that all sod or other potential sliding surfaces are removed. Cut each step or series of steps to approximate horizontal planes which have vertical slope dimensions of at least 3 feet.

B. Depositing Embankment Material:

1. Except for rock fills and granular blankets, deposit embankment material in horizontal layers no greater than 8 inches in loose thickness. Do not incorporate vegetative materials in embankments. If some otherwise suitable soil contains small amounts of vegetative materials, such soils may be deposited outside of the shoulder line, within the outer 3 feet of the embankment.
2. When the width at the attained height is 30 feet or more, divide the area upon which the layer is to be placed into separate and distinct dump areas, having widths of at least 15 feet. If hauling equipment is operated within a dump area, cover the area with at least one passage of a tandem-axle disk, or two passages with a single-axle disk, prior to compaction.
3. Keep hauling equipment off dump areas of embankments 36 feet or more in width during compaction operations. Within 36 feet of a bridge or other limiting structure, or where the width of the embankment is less than 36 feet at the attained height, empty hauling units may travel on the dump area during compaction operations, as necessary to pass loaded hauling units. If the design width of the embankment is less than 30 feet at the attained height, hauling units will be allowed to travel through areas where compaction operations are in progress. When any hauling equipment is allowed to pass through compaction operations, do not require water, disking, and compacting equipment to deviate from their intended paths.
4. Deposit the material over the dump area as a separate and distinct operation. If the material, as deposited, contains an average of more than one lump per square yard, large enough to have at least one dimension greater than 12 inches, cover the area by at least one passage of a tandem-axle disk, or two passages of a single-axle disk. Use a disk that is designed and operated to cut and stir to the full depth of the layer.
5. After depositing and disking, if required, smooth the material to a uniform depth with a suitable motor patrol, bulldozer, or self-propelled sheepsfoot-type roller with a blade attachment. In addition to the initial smoothing operation, continue this smoothing and leveling of the lift during compaction, as

- necessary to provide a surface area free from ruts and other objectionable irregularities.
6. Use the self-propelled sheepfoot-type roller (meeting the requirements of Iowa DOT Article 2001.05) under the following conditions:
    - a. Leveling must be done according to the prescribed rolling pattern.
    - b. Compaction should be the primary function of the unit.
    - c. Prevent spinning of the power drums.
    - d. When, in the opinion of the Engineer, the unit cannot satisfactorily accomplish both leveling and rolling, use a separate dozer or motor patrol for the leveling operation prior to initiation of compaction.
    - e. For embankments constructed primarily of sand or other granular material, the Contractor may substitute a pneumatic-tired roller meeting the requirements of Iowa DOT Article 2001.05.
  7. Keep the outer portion of an embankment lower than its center, and wherever construction will be suspended for a period during which rain is likely to occur, roughen the surface to prevent erosion. This can be done by tracking, disking, or scarifying. Stones 6 inches and smaller in diameter may be placed in embankments, but distributed to avoid pockets. No stones larger than 3 inches may be placed within 1 foot of the finished subgrade elevation.
- C. Compaction with Moisture and Density Control: Compact with moisture and density control, unless Type A compaction is specified in the contract documents. See Section 2010, 3.09 for moisture and density requirements.
- D. Type A Compaction: When Type A compaction is specified in the contract documents, compact as follows:
1. After the surface layer has been smoothed, and before material for the next layer is deposited on it, compact the layer with at least one passage of the sheepfoot-type roller per inch of loose thickness of the layer, until the roller is supported entirely on its feet. The roller will be considered to be supported entirely on its feet when the tamping feet penetrate no more than 3 inches into an 8 inch lift or layer being compacted.
  2. Determine if moisture content of the material is excessive or suitable for satisfactory compaction.
    - a. Start rolling operations immediately after the smoothing operation, or delay them, and instead aerate the material in preparation for rolling.
    - b. Perform aeration and compaction operations without unnecessary delay.
    - c. Rolling operations made prior to any aeration operations for a lift will not be counted as any of the required coverages.
  3. If the material is dry to the extent that it will not likely be satisfactorily compacted by rolling, moisten the material.



- a. The Engineer may order the material to be moistened uniformly before it is compacted.
  - b. The Engineer may authorize the use of water in the final finishing of the roadbed.
  - c. Delays from the ordering of moistening or drying will be at the Contractor's expense.
4. The Contractor may substitute compaction with moisture and density control for Type A Compaction, providing all testing as required, at the Contractor's expense.

### **3.05 USE OF UNSUITABLE SOILS**

Unsuitable soils are not allowed in the right-of-way, unless otherwise specified in the contract documents or allowed by the Engineer.

### **3.06 SUBGRADE PREPARATION**

- A. Shape and consolidate subgrade in preparation for the placement of pavement.
- B. Uniform Composition: Provide uniform composition of at least 12 inches below top of subgrade under new paving or subbase, plus 2 feet on each side. Use select subgrade materials unless granular stabilization materials or subgrade treatment is specified.
  1. Subgrade Compaction in Fill Sections:
    - a. Follow the compaction with moisture and density control requirements in Section 2010, 3.04.
    - b. Construct in two 6 inch lifts.
  2. Subgrade Compaction in Cut Sections:
    - a. Excavate and stockpile the top 6 inches of subgrade.
    - b. Scarify, mix, and re-compact the next 6 inches of subgrade.
    - c. Replace, mix, and compact the top 6 inches of subgrade.
  3. Remove stones over 3 inches from subgrade.
  4. Construct to elevation and cross-section such that, after rolling, surface will be above required subgrade elevation.
- C. Subgrade Stability:
  1. Perform proof rolling with a truck loaded to the maximum single legal axle gross weight of 20,000 pounds or the maximum tandem axle gross weight of 34,000 pounds. Operate trucks at less than 10 mph. Make multiple passes for every lane. The subgrade will be considered to be unstable if, under the operation of the loaded truck, the surface shows yielding (soil wave in front of the loaded tires) or rutting of more than 2 inches, measured from the top to the bottom of the rut at the outside edges.

2. If soft or yielding areas are located, remove unstable materials and replace with suitable foundation materials as approved by the Engineer, meeting Section 2010, 2.04. Compact subgrade materials in cut sections as required by the Engineer. If stabilization material is used, place and compact as required for subbase.
- D. Final Subgrade: Complete final subgrade by excavation to grade by use of steel-shod template supported on side forms, support rollers, or by use of an automatically-controlled subgrade excavating machine.
- E. Subgrade Check: Check subgrade elevation and grade by method approved by Engineer prior to paving.
- F. Ruts: If ruts or other objectionable irregularities form in subgrade during construction, re- shape and re-roll subgrade before placing pavement. Fill ruts or other depressions with material similar to other subgrade material, and compact.

### **3.07 SUBGRADE TREATMENT**

- A. Lime, Cement, Fly Ash, or Asphalt:
  1. Incorporate the subgrade treatment material uniformly during subgrade preparation to the depth and rate specified in the contract documents.
  2. Place subgrade treatment in the areas specified in the contract documents for the width of the pavement, plus 2 feet on each side.
- B. Geogrid or Geotextiles:
  1. Install according to manufacturer's recommendations, on top of the prepared subgrade.
  2. Place in the areas specified in the contract documents for the width of the pavement, plus 2 feet on each side.

### **3.08 SUBBASE**

- A. Subgrade: Compact subgrade and shape smooth before subbase material is placed.
- B. Construction: Construct the specified type of subbase to the specified depth, plus 2 feet outside the pavement area.
- C. Moisture and Density: Compact subbase and provide testing according to Section 2010, 3.09.
- D. Final Elevation:
  1. Trim to the design elevation and shape to the final template with an automatically- controlled trimming machine. Excess material may be salvaged and spread for use on any other approved project location or operation.
  2. Conform to the design profile and cross-section to the extent that no point is higher than the designated elevation, and no point is lower than 0.05 foot below the design elevation.
  3. Ensure that the top 1 inch of the subbase is uniformly moist prior to paving.

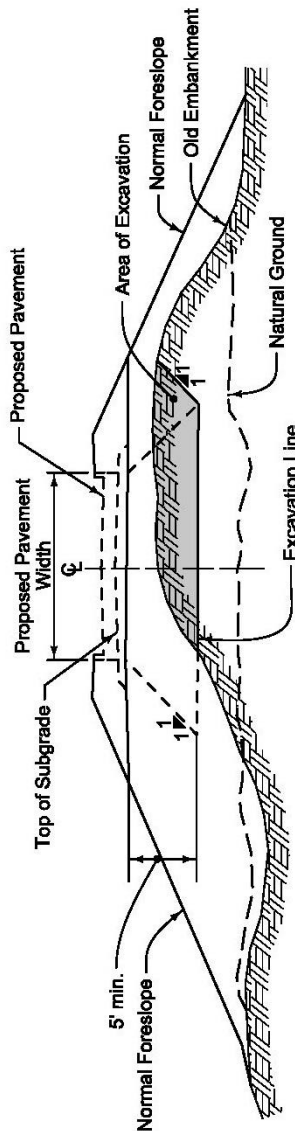
4. Do not allow hauling equipment and other traffic on completed subbase.

### **3.09 FIELD QUALITY CONTROL**

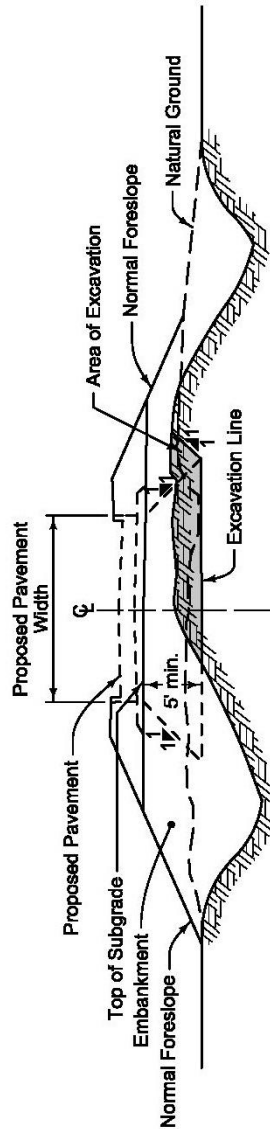
- A. Compaction Testing: If it is specified in the contract documents that the Contractor will conduct compaction testing, use the services of an independent testing laboratory approved by the Engineer.
- B. Moisture Content and Density:
  1. Ensure that moisture content falls within a range of optimum moisture to 4% above optimum moisture.
  2. Compact cohesive soils to no less than 95% of maximum Standard Proctor Density; and cohesionless soils to no less than 70% of Relative Density.
- C. Testing:
  1. Lab Test: Determine laboratory density of material according to ASTM D 698 or AASHTO T 99 (Standard Proctor Density) or ASTM D 4253 and ASTM D 4254 (Maximum and Minimum Index Density for Cohesionless Soils). Provide at least one analysis for each material type used unless provided by the Engineer.
  2. Field Test:
    - a. Perform in-place field density and moisture testing according to ASTM D 2922 and ASTM D 3017 (nuclear) or ASTM D 1556 (sand cone) and ASTM D 2216 (moisture content).
    - b. Frequency:
      - 1) Urban Section: Provide one test per lift per 150 feet. If section is less than 300 feet, perform at least two tests per lift.
      - 2) Rural Section: Provide one test for each 500 cubic yards of material placed, with at least two tests per lift.
  3. Test only locations selected by the Engineer.
  4. The Engineer may require additional testing if noncompliance or change in conditions occur.
- D. Test Failure: Rework, recompact, and retest as necessary until required compaction is achieved.

END OF SECTION

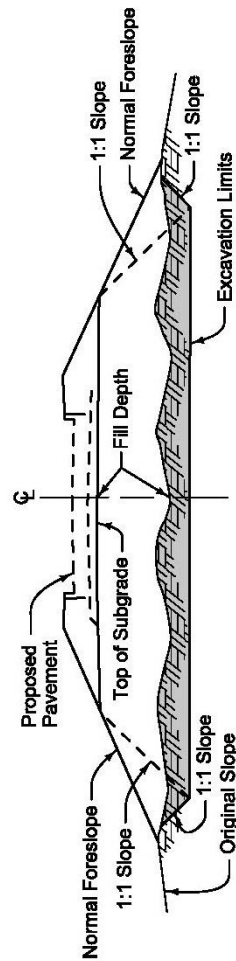
① Use only when new roadbed overlaps existing roadbed. Not for use on relocations or where new roadbed is to be built on natural ground.



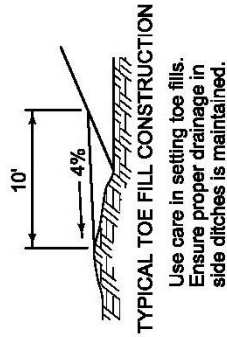
① TYPICAL CROSS-SECTION: REBUILDING EMBANKMENT WHERE NATURAL GROUND IS GREATER THAN 5 FEET BELOW FINISHED GRADE LINE



① TYPICAL CROSS-SECTION: REBUILDING EMBANKMENT WHERE NATURAL GROUND IS LESS THAN 5 FEET BELOW FINISHED GRADE LINE



① TYPICAL CROSS-SECTION: EXCAVATION OF PEAT, MUCK, OR OTHER MATERIAL NOT TO BE USED FOR THE CONSTRUCTION OF EMBANKMENTS



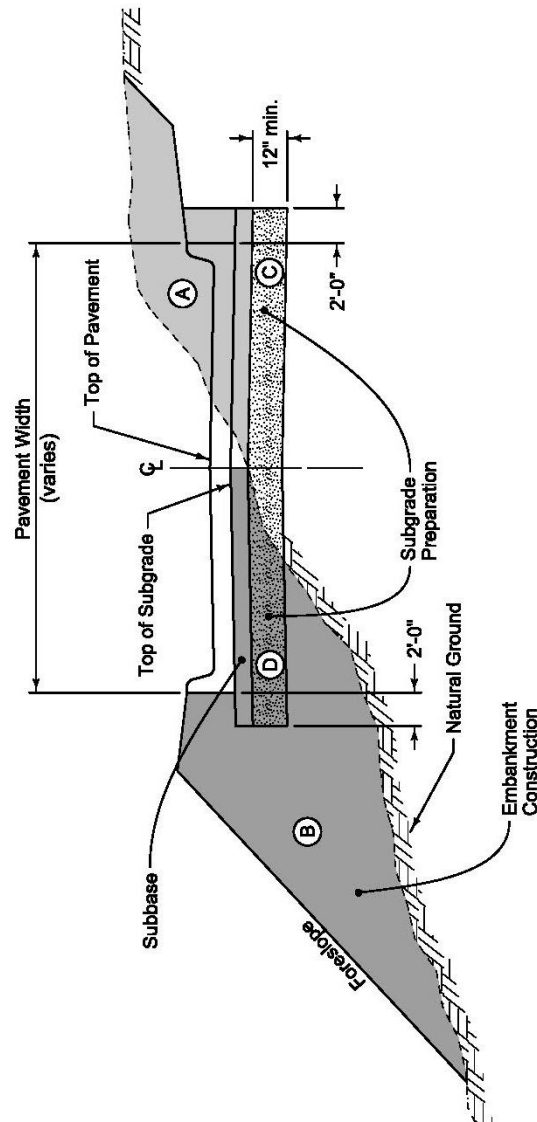
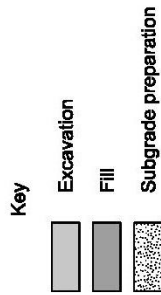
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**2010.101**

SHEET 1 of 1

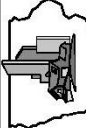
SUDAS Standard Specifications

DETAILS OF EMBANKMENTS AND  
REBUILDING EMBANKMENTS

- ① Embankment Construction: Compact with moisture and density control unless Type A Compaction is specified. Comply with Section 2010, 3.04.
- ② Subgrade Preparation: Construct subgrade according to Section 2010, 3.06.
- ③ Subbase Construction: Construct subbase according to Section 2010, 3.08.



| Type of Work         | Area  | Payment Method                   |
|----------------------|-------|----------------------------------|
| Excavation           | A     | Excavation                       |
| Fill                 | B     | Included in Excavation or Borrow |
| Subgrade Preparation | C & D | Subgrade Preparation             |

**SUDAS**

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**2010.102**

SHEET 1 of 1

SUDAS Standard Specifications

DESIGNATION OF ROADWAY  
EARTHWORK ITEMS

## **DIVISION 7 - STREETS AND RELATED WORK**

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## SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 -GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Pavement
- B. Curb and Gutter

#### **1.02 DESCRIPTION OF WORK**

Includes the requirements for the construction of full depth PCC pavement and curb and gutter.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Two weeks prior to commencing any PCC pavement placement, submit a paving mix design for each different source of aggregate to be used for review and approval by the Engineer.
- C. Submit mixes or mix designs approved by the Iowa Department of Transportation or an independent testing laboratory.
- D. Maturity curves for paving mixes and maturity reading results.
- E. Submit all testing and certifications according to Section 7010, 3.07.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, HANDLING, AND SALVAGING**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
  - 1. Aggregate Storage: Comply with Iowa DOT Article 2301.02, C.
  - 2. Cement and Fly Ash: Comply with Iowa DOT Article 2301.02, C.
  - 3. Admixtures: Store in suitable weather tight enclosures which will preserve quality.
  - 4. Reinforcing Steel: Store off ground on timbers or other supports.



**1.06 SCHEDULING AND CONFLICTS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on plans.

**1.07 SPECIAL REQUIREMENTS**

None

**1.08 MEASUREMENT AND PAYMENT**

- A. PCC Pavement:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area.
  - 2. Payment: Payment will be at the unit price per square yard for each thickness of PCC pavement.
  - 3. Includes: Unit price includes, but is not limited to, final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, pavement smoothness testing, and quality control for stringless paving.
- B. Air Content Deficiency:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement subject to a unit price reduction for air content deficiency according to Section 7010, 3.07.
  - 2. Payment: Payment will be at the reduced unit price according to Table 7010.03 for each thickness of PCC pavement. If there is an air content deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.
- C. Pavement Smoothness Deficiency:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement subject to a unit price reduction for pavement smoothness according to Section 7010, 3.07.
  - 2. Payment: Payment will be at the reduced unit price according to Table 7010.04 for each thickness of PCC pavement. If there is a pavement smoothness deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.

**D. PCC Pavement Thickness Deficiency:**

1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement that has deficient pavement thickness as determined in Table 7010.05.
2. Payment: Payment will be at the percentage of the unit price indicated in Table 7010.05 for each different thickness of PCC pavement. If there is a pavement thickness deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.

**E. Curb and Gutter:**

1. Measurement: Measurement will be in linear feet measured along the face of the curb for each different width and thickness of curb and gutter.
2. Payment: Payment will be at the unit price per linear feet of curb and gutter.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**F. Beam Curb:**

1. Measurement: Measurement will be in linear feet measured along the face of the curb.
2. Payment: Payment will be at the unit price per linear feet of beam curb.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**G. Concrete Median:**

1. Measurement: Measurement will be in square yards of concrete median. When the curb is integral with the pavement, the width will be measured from back of curb to back of curb.
2. Payment: Payment will be at the unit price per square yard of concrete median.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**H. PCC Railroad Crossing Approach:**

1. Measurement: Measurement will be in square yards of railroad crossing approach.
2. Payment: Payment will be at the unit price per square yard of railroad crossing approach.
3. Includes: Unit price includes, but is not limited to, excavation for modified subbase and subdrain, furnishing and installing subdrain, furnishing and

- installing subdrain outlet or connection to storm sewer, furnishing and installing porous backfill material, furnishing and installing fiber board barrier, furnishing and placing modified subbase material, furnishing and installing reinforcing steel and tie bars, furnishing and placing concrete, furnishing, placing, and compacting HMA.
- I. PCC Pavement Samples and Testing:
1. Measurement: Lump sum item; no measurement will be made.
  2. Payment: Payment will be at the lump sum price for PCC pavement samples and testing.
  3. Includes: Lump sum price includes, but is not limited to, certified plant inspection, pavement thickness cores, profilograph pavement smoothness measurement (when required by the contract documents), and maturity testing.
- J. Granular Surfacing: Comply with Section 7030 for granular surfacing material placed at intersecting roads, driveways, and turnouts.
- K. PCC Pavement Widening:
1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement widening. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement widening area.
  2. Payment: Payment will be at the unit price per square yard for each thickness of PCC pavement widening.
  3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness.
- L. Pavement Removal: Comply with Section 7040.
- M. Fixture Adjustment: Comply with Section 6010 for adjustment of manholes and intakes and Section 5020 for adjustment of water valves and fire hydrants.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Cement: Meet the requirements of Iowa DOT Section 4101 and Materials I.M. 401, including Type I and Type II cements and blended hydraulic cements Type 1P, Type 1S, and Type 1L.
- B. Supplementary Cementitious Materials (SCM):
1. Fly Ash: Comply with Iowa DOT Section 4108.
  2. Ground Granulated Blast Furnace Slag (GGBFS): Comply with Iowa DOT Section 4108.

3. Limestone: Comply with Iowa DOT Materials I.M. 401.

C. Fine Aggregate for Concrete:

1. Meet the requirements of Iowa DOT Section 4110 and Materials I.M. 409, Source Approvals for Aggregates.
2. Comply with the following gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 3/8"       | 100             |
| No. 4      | 90 to 100       |
| No. 8      | 70 to 100       |
| No. 30     | 10 to 60        |
| No. 200    | 0 to 1.5        |

Iowa DOT Article 4109.02, Gradation No. 1 in the Aggregate Gradation Table.

3. The Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

D. Coarse Aggregate for Concrete:

1. Crushed stone particles with Class 2 durability complying with Iowa DOT Section 4115 and Materials I.M. 409, Source Approvals for Aggregates.
2. Comply with one of the following gradations:

| Sieve Size | Gradation No. 3<br>Percent Passing | Gradation No. 4<br>Percent Passing | Gradation No. 5<br>Percent Passing |
|------------|------------------------------------|------------------------------------|------------------------------------|
| 1/2"       | 100                                | 100                                | ----                               |
| 1"         | 95 to 100                          | 50 to 100                          | 100                                |
| 3/4"       | -----                              | 30 to 100                          | 90 to 100                          |
| 1/2"       | 25 to 60                           | 20 to 75                           | -----                              |
| 3/8"       | -----                              | 5 to 55                            | 20 to 55                           |
| No. 4      | 0 to 10                            | 0 to 10                            | 0 to 10                            |
| No. 8      | 0 to 5                             | 0 to 5                             | 0 to 5                             |
| No. 200    | 0 to 1.5                           | 0 to 1.5                           | 0 to 1.5                           |

Iowa DOT Article 4109.02, Gradation No. 3, 4, and 5 in the Aggregate Gradation Table.

3. The Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

E. Intermediate Aggregate for Concrete: Use if specified in contract documents.

1. Meet the requirements of Iowa DOT Section 4112 and Materials I.M. 409, Source Approvals for Aggregates.
2. For crushed limestone or dolomite, meet the durability class required for the coarse aggregate. When gravel durability is lower than the coarse aggregate

durability requirements, pea gravel is not to exceed 15% of the total aggregate mix.

3. Comply with the following aggregate gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 1/2"       | 95 to 100       |
| 3/8"       | -----           |
| No. 4      | -----           |
| No. 8      | 0 to 10         |

Iowa DOT Article 4109.02, Gradation No. 2 in the Aggregate Gradation Table

4. The Engineer may authorize a change in gradation subject to materials locally available at the time of construction.

F. Water Requirements: Comply with Iowa DOT Section 4102. Potable water obtained from a municipal supply, suitable for drinking, may be accepted without testing.

G. Admixtures: Meet the requirements for the liquid admixtures shown below. Other admixtures may be used subject to the approval of the Engineer.

1. Air Entrainment Admixture: Comply with Iowa DOT Section 4103.
2. Retarding and Water Reducing Admixtures: Comply with Iowa DOT Section 4103.
3. Accelerating admixtures (calcium chloride): Comply with Iowa DOT Article 2529.02.

H. Bars: Comply with Iowa DOT Section 4151 for tie bars and dowel bars. Meet the tie bar requirements for bar mats. All bars must be epoxy coated.

I. Expansion Tubes: Comply with Iowa DOT Section 4191.

J. Metal Keyways: Comply with Iowa DOT Section 4191.

K. Supports for Bars: Comply with Iowa DOT Materials I.M. 451.01.

L. Joint Fillers and Sealers:

1. Joint Sealers: Comply with Iowa DOT Article 4136.02.
2. Preformed Expansion Joint Fillers and Sealers: Use the following types of preformed materials for filling expansion joints that comply with Iowa DOT Article 4136.03. When the type is not specified, use a resilient filler.
  - a. Resilient filler
  - b. Flexible foam expansion joint filler
  - c. Tire buffings expansion joint filler
  - d. Elastomeric joint seals

M. Liquid Curing Compound: Comply with Iowa DOT Section 4105.

**N. Covering:**

1. Burlap: Comply with Iowa DOT Section 4104.
2. Plastic Film: Comply with Iowa DOT Section 4106.
3. Insulating Cover: Comply with Iowa DOT Section 4106.

**O. Grout Systems:** Use polymer grouts that comply with Iowa DOT Materials I.M. 491.11.**2.02 CONCRETE MIXES****A. Mix Design:**

1. Comply with Iowa DOT Class C or Class M mix meeting the requirements of Materials I.M. 529. If higher durability mixes are specified, use C-SUD or CV-SUD mixes.
2. Ensure compatibility of all material combinations. If the concrete materials are not producing a workable concrete mixture, a change in the material may be required.
3. Changes will be at no additional cost to the Contracting Authority.

**B. Consistency and Workability:****1. Slump:**

- a. Use an amount of mixing water that will produce workable concrete of uniform consistency. Unless specifically modified by the Engineer, ensure slump, measured according to Iowa DOT Materials I.M. 317, is no less than 1/2 inch or no more than 2 1/2 inches for machine finish and no less than 1/2 inch and no more than 4 inches for hand finish.
- b. If it is not possible to produce concrete having the required consistency without exceeding the maximum allowable water to cement ratio specified, the cement content may be increased or water reducing admixture may be added. Obtain the Engineer's approval. Do not exceed the maximum water to cement ratio. Additional cement or water reducer will be added with no additional cost to the Contracting Authority.
- c. The basic absolute volume of water per unit volume of concrete is based on average conditions. If material characteristics require that the total quantity of water used to secure the required consistency reduces the batch yield (computed on the basis of absolute volumes of the batch quantities used) by more than 2.0%, the Engineer may adjust the proportions to correct the yield. This adjustment will not be a basis for adjustment of the contract unit price.

**2. Air Content:** Use an approved air entraining agent.

- a. For machine-placed pavement, use a target air content of 8% with a tolerance of plus or minus 2% when measured on the grade just prior to consolidation, as determined by Iowa DOT Materials I.M. 318. The target air content may be adjusted by the Engineer based on random tests of the

consolidated concrete behind the paving machine. These additional tests will be used to consider the need for a target value change and will not be used in the acceptance decision.

- b. For hand-placed pavement, use a target content for hand finish of 7% with a tolerance of plus or minus 1.5% when measured on the grade and just prior to consolidation, as determined by Iowa DOT Materials I.M. 318.
- C. Use of Fly Ash and Ground Granulated Blast Furnace Slag (GGBFS) as Supplementary Cementitious Materials:
1. Mix proportions for the various mixes using fly ash ~~and GGBFS~~ are included in Iowa DOT Materials I.M. 529. The maximum allowable fly ash substitution rate is 20%. Do not use a GGBFS substitution rate of more than 35% by weight (mass). The total supplementary cementitious material substitution rate is not to exceed 40%.
  2. If C-SUD or CV-SUD mixes are specified, the maximum allowable Class F fly ash substitution rate is 25% and the maximum Class C fly ash substitution rate is 35%. The maximum combination rate is 20% Class C fly ash and 20% GGBFS.
  3. When Type IP or IS cement is used in the concrete mixture, only fly ash substitution will be allowed. Between October 16 and March 15, supplementary cementitious materials will be allowed only when maturity method is used to determine time of opening.
  4. Transport, store, haul, and batch fly ash and GGBFS in such a manner to keep it dry.

### **PART 3 - EXECUTION**

#### **3.01 EQUIPMENT**

- A. Batching and Mixing Equipment:
1. General:
    - a. Weighing and Proportioning Equipment: Comply with Iowa DOT Article 2001.20.
    - b. Mixing Equipment: Comply with Iowa DOT Article 2001.21.
    - c. Material Bins: Involves any structure in which materials are stored. Each part of any bin, including foundations and supports, must be adequate to withstand any stress to which it might be subjected to while in use.
  2. Batching:
    - a. Ensure the batching plant is Iowa DOT calibrated and approved. Provide copy of current calibrations and approvals.
    - b. Coordinate the batch plant operation and batch trucks with the paving operation in order to ensure a steady supply of materials.

- c. Operate the batch plant and trucks to minimize dust, noise, or truck nuisances.
- 3. Mixing:
  - a. Construction or Stationary Mixer:
    - 1) Ensure the concrete is uniform in composition and consistency. If this condition is not produced because of the size of the batch, the size of the batch may be reduced or the mixing time increased, or both, until this result is obtained. If non-uniform, corrective action must be taken.
    - 2) Ensure the methods of delivering and handling the concrete are such that objectionable segregation or damage to the concrete will not occur, and they will facilitate placing with a minimum of handling.
  - b. Ready Mixed Concrete:
    - 1) Ensure the concrete is uniform in composition and consistency. If non-uniform, concrete producers must take corrective action.
    - 2) Ready mixed concrete is defined as concrete proportioned in a central plant and mixed in a stationary mixer for transportation in trucks without agitation, proportioned at a central plant, and only partially mixed in a stationary mixer for transportation and finish mixing in a transit mixer, or proportioned at a central plant, and then mixed in a transit mixer prior to or during transit.
    - 3) When necessary to add additional mixing water at the site of placement, mix the batch at least an additional 30 revolutions of the drum at mixing speed.
    - 4) Ensure each vehicle in which concrete will be delivered is capable of discharging concrete having a slump not over 2 inches at an overall rate for its entire load of not less than 1.25 cubic yards per minute. Ensure the concrete is delivered at a rate sufficient to maintain a sustained rate of progress of not less than 100 feet per hour for the width and depth of pavement to be placed.
  - c. All Methods: Identify each truck load by a plant charge ticket showing plant name, contractor, project data, quantity, class, time batched, and water added at site.
- B. Concrete Delivery Equipment:
  - 1. General:
    - a. In handling concrete from the mixer to the place of deposit, take care to avoid segregation.
    - b. When concrete is deposited through a chute, slope the chute to allow concrete to flow slowly without segregation. Place the delivery point of the chute as close as possible to the point of deposit. Keep chutes and spouts clean. Thoroughly flush them with water before and after each run.



Discharge the water outside the paving area in an approved concrete washout area.

- c. Provide alternate plan for concrete delivery in event of equipment failure.
  - d. Take concrete samples from material placed on the subgrade or subbase.
2. Concrete Transfer Equipment:
- a. Utilize placers, conveyors, buckets, or buggies designed specifically for transporting concrete.
  - b. Do not allow concrete to free fall into or out of transfer equipment.
  - c. Meet the requirements of Section 7010, 2.02, B, 2 for air entrainment of the concrete mix and testing for compliance.
3. Concrete Pumps:
- a. Do not pump concrete through aluminum conduit or tubing.
  - b. Use the concrete pump to deliver the material as close to horizontal as possible, keep restrictions and drops to a minimum, and avoid free fall.
  - c. Meet the requirements of Section 7010, 2.02, B, 2 for air entrainment of the concrete mix and testing for compliance.
  - d. Sample the first load after pumping a minimum of 3 cubic yards. Sample after each significant change in boom angle.
  - e. Sample before and after the pump to determine if any changes in the slump and other significant mixture characteristics occur.
  - f. When sampling at the end of the placement line, take care to ensure that the sample is representative of the concrete being placed from the pipeline. Note: Changes to the placement rate or boom configuration can result in changes in the concrete properties. Typically, the vertical position of the boom results in the greatest potential for air loss while the horizontal position of the boom has the least potential. Location of pumping equipment should be determined so that it is possible to maintain a consistent, low boom angle as much as possible during placement.
  - g. If air test shows that air entrainment is outside of the allowed range, follow procedure as outlined in Section 7010, 3.07, B.
  - h. Leaks in the line or pump hydraulics, which would allow air to be added to the concrete, are prohibited.

C. Concrete Placement Equipment:

1. Consolidating and Finishing Equipment:
- a. Use a paving machine that meets all of the following:
    - 1) Is designed for the specific purpose of placing, consolidating, and finishing concrete pavement.
    - 2) Develops vertical edges on the pavement.

- 3) Is self-propelled and equipped with a means for spreading the concrete to a uniform depth before it enters the throat.
  - 4) Vibrates the concrete to the full width and depth being placed in a single passage. Use vibrating tubes or arms working in the concrete or a vibrating pan operating on the surface of the concrete.
  - 5) Produces a surface reasonably free of voids and tears.
  - 6) When the paver is operated on previously placed concrete, prevent damage to the pavement surface.
  - 7) For slip form pavers, use a paver equipped with automatic horizontal and vertical grade controls.
- b. Hand methods utilizing air screeds and vibrating screeds may be used for short pavement runs, cul-de-sacs, driveways, and some intersections.
  - c. When allowed by the Engineer, use stringless paving equipment capable of providing the same accuracy necessary to comply with the requirements of Section 7010.
  - d. Use a laser guided screed that meets all of the following:
    - 1) Designed for the specific purpose of placing and finishing of concrete pavement using a 3-dimensional surface model.
    - 2) All equipment for laser guided screed, including the guidance system, will meet the project design model tolerances.
    - 3) Will provide consolidation to full width and full depth of concrete placement. Provide intermediate consolidation by using external hand held vibrators.
    - 4) Produces a surface reasonably free of voids and tears.
    - 5) Provide boom-style screed (drive-in screeds are not allowed) with an auger boom, placement head (water spray mechanism not allowed), guidance equipment, and software to produce 3-dimensional surface.
    - 6) Produces pavement smoothness as specified in Section 7010, 3.07, C.
2. Vibrators for Machine Paving:
- a. Consolidate, with a single pass of an approved internal or surface vibrator, the full width and depth of concrete requiring a finishing machine. Operate internal vibrators within a frequency range of 4,000 to 8,000 vibrations per minute. The Engineer may authorize the minimum vibration frequency to be lowered to 3,500 vibrations per minute for particular sections of paving, such as superelevations. Operate surface vibrators within a frequency range of 3,500 to 6,000 vibrations per minute.
  - b. Avoid operating vibrators in a manner to cause a separation of the mix ingredients, either a downward displacement of large aggregate particles or an accumulation of laitance on the surface of the concrete. When

forward motion of the paver is reduced, vibrator frequency may need to be reduced to avoid separation of the mix.

- c. If a vibrator fails to operate within the specifications, repair or change the vibrator before the paving begins:
    - 1) The following day, or
    - 2) The same day if the continuous paving that day is stopped at a header or at the end of a session.
  - d. If two adjacent vibrators fail to operate within the specifications, stop the paving operation and repair or replace the vibrators.
  - e. Stop vibrators whenever forward motion of the paver is stopped.
  - f. Set the internal vibrator penetration depth into the concrete pavement to mid slab or as deep as possible while passing above reinforcing steel. Provide an operating position locking device so that no part of the vibrating unit can be lowered to the extent that it will come in contact with reinforcing steel or tie bars while paving.
  - g. Do not exceed the manufacturer's recommendations for vibrator horizontal spacing. Do not exceed 16 inches from center to center.
  - h. Mount the longitudinal axis of the vibrator body approximately parallel to the direction of paving. Tilt the trailing end of each vibrator downward to an approximate slope of 15 degrees below horizontal.
  - i. Use vibrators that meet or exceed the following specifications at the manufacturer's design frequency of 10,000 vpm:
    - 1) Amplitude (peak to peak) 0.070 inches.
    - 2) Centrifugal force 1,200 pounds.
3. Vibrators for Hand Methods: Use a vibration rate between 3,500 to 6,000 vibrations per minute, and use an amplitude sufficient to be perceptible on the surface of the concrete more than 12 inches from the vibrating unit.
4. Hand Finishing Equipment: Provide all finishing tools necessary for proper finishing of the concrete including straightedges for checking and correcting finished concrete surfaces.
5. Forms:
- a. Rigid Forms: Steel, minimum thickness of 5 gage, height at least equal to design thickness of pavement with base width at least 6 inches.
    - 1) Minimum section length of 10 feet, joint connections designed to allow horizontal and vertical adjustment with locking device to hold abutting sections firmly in alignment.
    - 2) Bracing, support, and staking must prevent deflection or movement of forms.

- b. Flexible Forms: Use steel or wood flexible forms for curves with a radius less than 100 feet.
  - 1) Bracing, support, and staking must prevent deflection or movement of forms.
  - 2) Ensure that forms used to shape back of curbs at returns have height at least equal to design thickness of pavement and curb height.
  - 3) Forms must be free from scale and surface irregularities.
- 6. Curing Equipment: Use pressure sprayer capable of applying a continuous uniform film of curing compound. Use equipment with a shield if wind conditions do not allow proper coverage
- 7. Concrete Saws: Use power operated concrete saws capable of cutting hardened concrete neatly.
- 8. Joint Sealing Equipment: Use equipment capable of cleaning the joint and heating and installing sealant in joints according to manufacturer's recommendations.

### **3.02 PAVEMENT CONSTRUCTION**

- A. Removal of Pavement: Comply with Section 7040, 3.02.
- B. Final Subgrade/Subbase Preparation:
  - 1. General:
    - a. Meet the requirements of Section 2010 for subgrade construction, subgrade treatment, and subbase construction.
    - b. Trim the subgrade or subbase to the final grade for placement of concrete.
    - c. Unless otherwise ordered by the Engineer, the subgrade or subbase, at time of placing concrete for concrete pavement, must be in a uniformly moist but not muddy condition to a depth of not less than 1 inch.
  - 2. Subgrade and Subbase Loading:
    - a. Travel of concrete delivery trucks on a subgrade or subbase must be approved by the Engineer. In such cases, watering of the subgrade or subbase must be limited to just ahead of the paving machine.
    - b. Enter and exit from side streets to minimize repetitive loading on the subgrade or subbase by concrete trucks.
    - c. Do not allow loads in excess of the legal axle load on the completed subgrade or subbase.
    - d. Partially loaded trucks may be required.
    - e. If subgrade or subbase failure occurs, coordinate the repair with the Engineer.

### 3. Paving Suspended:

- a. Suspend the paving operation where subgrade or subbase stability has been lost.
  - b. Do not place concrete on a subgrade or subbase that has become unstable, bears ruts or tire marks of equipment, or that is excessively softened by rain until such subgrade or subbase has been reconsolidated and reshaped to correct the objectionable condition.
  - c. If necessary, scarify to a minimum depth of 6 inches, aerating, and recompacting at no additional cost to the Contracting Authority. Meet the compaction requirements of Section 2010, 3.06.
4. Maintenance of Subgrade or Subbase: Maintain the completed subgrade or subbase during subsequent construction activities.

### C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010, 3.04 and 6020 for manhole adjustments and Section 5020, 3.04 for water fixture adjustments.
2. Clean outside of fixture to depth of pavement before concrete placement.
3. Construct boxouts where allowed for later adjustment of fixtures. See Figure 7010.103 for the size and shape of the boxout.

### D. Setting of Forms: When forms are used, meet the following requirements.

1. Ensure forms have sufficient strength to support paving operations being used.
2. Set base of forms at or below subgrade elevation with top of forms at pavement surface elevation. With Engineer approval, extra height forms may be used to shape the back of integral curb and edge of pavement; set base at or below subgrade elevation with top of form at top of curb elevation.
3. Place and secure forms to required grade and alignment. Do not vary the top face of the form from a true plane by more than 1/8 inch in 10 feet, and do not vary the vertical face from a true plane by more than 1/4 inch in 10 feet.
4. If the soil supporting the forms is softened by rain or standing water so that the forms are inadequately supported, or if voids occur under the forms, remove forms. Rework subgrade to proper elevation and density, and reinstall forms.
5. Ensure forms are free of latent concrete and coated with release agent before concrete is placed.

### E. Bar and Reinforcement Placement: Ensure bars are clean, straight, free from distortion and rust, and are firmly secured in position as specified in the contract documents. Place all bars in approved storage to prevent damage; do not distribute along the work site except as needed to avoid delay in paving.

1. Tie Bars:

- a. Place bars prior to vibration. For slip form paving, tie bars may be installed after vibration, provided the concrete is consolidated around the bars. Bars may be supported by approved chairs or may be placed in position by a machine or method approved by the Engineer.
- b. Use approved continuous bolsters with runners to support reinforcement for bridge approach sections. Place the supports transversely across the approach and space them longitudinally no greater than 4 feet. For double reinforced approach sections the top layer of reinforcing may be chaired off the bottom layer of reinforcing using approved continuous high chairs with runners, provided they are positioned directly above the continuous bolsters with runners supporting the bottom layer of reinforcing.
- c. Hold epoxy coated reinforcing steel in place with epoxy or plastic coated bar supports and epoxy or plastic coated tie wires.

2. Dowel Bar Assemblies:

- a. When dowel bar assemblies are required in the contract documents, accurately place these assemblies as shown. To prevent their movement during subsequent concrete paving operations, securely stake or fasten to the base to line and grade.
- b. Do not use assemblies that are damaged prior to placement. If assemblies are damaged after placement, replace prior to paving. Ensure horizontal and vertical alignment of the load transfer bars does not exceed 1/4 inch from parallel to line and grade. Place each assembly so the bars are in a horizontal plane at  $T/2 \pm 1/2$  inch.
- c. Check the placement of each assembly and the position of the bars within the assembly using a suitable template or other device approved by the Engineer. If the assembly is found to be placed outside of the above tolerances, correct the placement.
- d. Cutting the tie wires of the load transfer assemblies is optional.

3. Bar Mats for Reinforced Pavement:

- a. When reinforced pavement is specified, assemble bar mats accordingly and firmly fastened together at all bar intersections.
- b. Place, secure, latch, and tie bar mats for a continuous mat as specified in the contract documents. Displacement during concrete placement operations is not allowed.
- c. Use chairs to ensure proper placement of bar mats.

4. Tie Bars and Dowel Bars in Existing Pavement:

- a. When anchoring in existing concrete, use a grout system according to the manufacturer's instructions. Obtain the Engineer's approval for the grout system.

- b. For horizontal installations, use either a pressure injection system with mechanical proportioning and mixing, or use encapsulated chemical anchors. Install as follows:
  - 1) Ensure drilled holes to receive the grout match the dimensions and spacing specified in the contract documents. When not specified in the contract documents, the maximum nominal diameter of the hole must be 1/8 inch larger than the outside diameter of the dowel or bar, or as recommended by the manufacturer. Drill holes for tie bars and dowel bars into the face of the existing pavement at midpoint. To ensure proper horizontal alignment, do not allow any hole misalignments to exceed 1/4 inch in the vertical or horizontal plane. Clean the hole with compressed air immediately prior to placing the grout.
  - 2) Use a polymer grout to secure the dowels in the existing pavement. Inject the grout into the rear of the hole with pressure. Use sufficient grout so that when the bar to be grouted is placed in position, excess grout will be forced out the front of the hole. Rotate the bar during the insertion process to ensure complete coating with the grouting material. Hand proportioning and mixing is not allowed.
  - 3) If using grout with approved encapsulated anchors, install according to the manufacturer's recommendations.
  - 4) Use horizontal installation procedures for vertical or angled installations; however, pourable grouts may be used. Pourable grouts must be mechanically mixed.

F. Concrete Pavement Placement:

- 1. Use paving machine for all uniform width pavements 8 1/2 feet or more in width and 250 feet or more in length, unless alternate methods are approved by the Engineer. Screeds and laser guided screeds may be used on short pavement runs up to 250 feet.
- 2. Place, consolidate, and finish the concrete to the full depth and width conforming to the specified crown and cross-section in a single operation.
- 3. Keep a uniform pile of concrete in front of the paving machine, up to a maximum of 6 to 8 inches above the design surface elevation. Distribute and spread the concrete as soon as placed. A mechanical concrete spreader may be used.
- 4. Deposit the concrete upon the in-place bars keeping segregation to a minimum.
- 5. Use shovels, not rakes, to do necessary hand spreading and spading.
- 6. Do not allow the edges of pavement, including all longitudinal construction joints, to deviate from the line shown on the plans by more than 1/2 inch at any point.

7. If the paving machine operates on adjacent pavement, protect pavement from damage.
8. When placing by hand methods, consolidate the concrete by using vibrating units. Use a definite system or pattern in the operation of the vibrator so the full width of concrete in each linear foot of lane will receive adequate and uniform consolidation. The system and methods of vibrating is subject to approval of the Engineer. Do not use vibrating equipment as a tool for moving concrete laterally.
9. Stringless Paving:
  - a. Provide an electronic file identifying x, y, and z coordinates for curbs and pavement edges, as well as pavement centerline based on project alignments and elevations.
  - b. Location and elevation of the finished slab should be verified against grade check hubs at 25 foot intervals for the first 100 feet of each days run and at critical locations, such as intakes and through intersections where grades may be flat. The Engineer may waive these requirements if experience has shown compliance with the design elevations.
  - c. Record each verification check and submit to the Engineer.
  - d. At the beginning of paving operations on the project or after each modification to the paving machine, verify the paving equipment is calibrated per the manufacturer's recommendations.
- G. Integral Curbs: Integral curbs are placed with the pavement in a single paving machine operation; however, hand methods may be allowed for radius, returns, and sections of curb and gutter 100 feet or less in length or in other special sections where mechanical equipment cannot be used.
  1. Pave, edge, protect, saw, and cure curb in same manner as pavement.
  2. Finish curb as rapidly as finishing operations on pavement permit. Maximum distance behind paving machine is 100 feet.
  3. Complete final finish on curbs by hand methods, including the use of a 6 foot straightedge.
  4. Check surfaces of curb and gutter with 10 foot straightedge; correct variations greater than 1/8 inch.
  5. For drop curb at driveways and where sidewalks intersect streets, use forms to shape the backs of such curbs.
  6. When using hand methods for building curb, the following additional requirements will apply:
    - a. Remove free water, latency, dust, leaves, or other foreign matter from the slab prior to placing concrete for curb.



- b. Use freshly mixed concrete; do not store concrete in receptacles at side of pavement for use in curb at a later time; do not use concrete requiring retempering.
  - c. Consolidate curb concrete to obtain adequate bond with the pavement slab and to eliminate honeycomb in the curb. Avoid disturbing the alignment of forms or the gutter flow line.
- H. PCC Railroad Crossing Approach: Construct according to Section 7010 and Figure 7010.903. Construct HMA section according to the full depth patch requirements of Section 7040.
- I. Finishing:
  - 1. Grade and Crown: Promptly after concrete has been placed and vibrated, strike off the surface to the true section by the screed. Finish the surface true to crown and grade.
  - 2. Watering the Surface: The practice of lubricating the pavement surface by sprinkling water by spray, brush, or other methods to afford greater ease in finishing operation is not allowed.
  - 3. Floats: Finish surface with wood or magnesium floats; finish from both sides simultaneously if pavement is placed to full width with one pass of paving machine.
  - 4. Straight Edging:
    - a. After the longitudinal floating has been completed and the excess water has been removed, and while the concrete is still plastic, test the pavement surface for trueness.
    - b. Immediately fill any depressions found with freshly mixed concrete, struck off, consolidated, and refinished.
    - c. Check surface longitudinally while concrete is still plastic; correct any surface deviations greater than 1/8 inch in 10 feet.
  - 5. Surface Treatment:
    - a. Drag Surface Treatment: Unless otherwise specified, texture the finished surface with an artificial turf or burlap drag treatment.
      - 1) Pull the artificial turf or burlap drag longitudinally over the finished surface to produce a tight, uniform, textured surface, and round the edges in a workmanlike manner.
      - 2) Remove the artificial turf or burlap drag from the pavement surface at regular intervals and clean with water to remove accumulated concrete from the fabric in order to maintain a consistent finished texture.
      - 3) When the desired texture is not attained, the Engineer may require the final finish be a broom finish.

b. ~~Surface Tining: When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.~~

~~1) Longitudinal:~~

- ~~a) Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- ~~b) Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~
- ~~c) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~d) At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

~~2) Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~
- ~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~
- ~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

6. Edge Finish: Before the concrete has taken its initial set, finish all edges of the pavement with an 1/8 inch radius edging tool.

**J. Surface Curing:**

1. Apply liquid curing compound in a fine spray to form a continuous, uniform film on the horizontal surface and vertical edges of pavement, curbs, and back of curbs immediately after surface moisture has disappeared, but no later than 30 minutes after finishing. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties to ensure acceptable macrotexture is achieved.
  - a. Use a white pigment liquid curing compound for concrete not receiving an asphalt overlay. When specified in the contract documents, use a linseed oil solution.
  - b. Use a dark-colored curing compound for concrete receiving an asphalt overlay.
2. Apply compound with power sprayer; rate of application not less than 15 square yards per gallon (0.067 gallon per square yard); do not dilute compound. For concrete receiving an asphalt overlay, use a minimum rate for dark-colored cure of 12.5 square yards per gallon (0.08 gallon per square yards).
3. Ensure liquid curing materials are well agitated in the supply drum or tank immediately before transfer to the sprayer. Keep curing materials well agitated during application.
4. Hand operated sprayers may be used for small and irregular areas.
5. If forms are used, apply to pavement edges and back of curbs within 30 minutes after forms are removed.
6. If, due to other operations, the coating is damaged within 72 hours after being applied, immediately re-coat the affected areas. Coating of the sawed surface with curing compound will not be allowed on joints that are to be sealed. When pavement is opened to traffic prior to 72 hours after application of the curing coating, a re-coating will not be required.

**K. Construction of Joints:**

1. General:
  - a. Construct joints of the type, dimensions, and at the locations specified in the contract documents. See the 7010 figures.
  - b. Place longitudinal joints coincident with or parallel to the pavement centerline.
  - c. Place all transverse joints at right angles to the centerline and extend the full width of the pavement.
  - d. Place all joints perpendicular to the finished grade of the pavement and do not allow the alignment across the joint to vary from a straight line by more than 1 inch.

- e. Exercise care in placing, consolidating, and finishing the concrete at all joints.
2. Saw Joints:
- a. Mark joint locations with a string line before sawing.
  - b. Begin transverse joint sawing as soon as the concrete has hardened sufficiently to allow sawing without raveling or moving of aggregate. Saw joints before uncontrolled cracking takes place.
  - c. Saw all joints in a single cutting operation for a specific joint. Make saw cuts true to line and to the dimensions specified in the contract documents.
  - d. Discontinue sawing a joint if a crack develops ahead of the saw.
  - e. Saw longitudinal joints within 24 hours of the concrete being placed.
  - f. If necessary, continue the sawing operations both day and night.
  - g. The concrete must be capable of supporting the sawing operations to allow the use of an early green concrete saw.
  - h. Repair or replace pavement with uncontrolled or random cracking at no additional cost to the Contracting Authority. Use repair methods approved by the Engineer. Repair or replace at the direction of the Engineer.
  - i. Use wet sawing for dust control when specified in the contract documents.
  - j. Where boxouts occur in pavement, construct joints as shown on Figures 7010.103 and 7010.904.
3. Construction Joints:
- a. Place longitudinal and transverse construction joints where specified in the contract documents, at boxouts, and at headers.
  - b. Locate and place forms for boxouts on grade prior to paving as shown on Figures 7010.103 and 7010.904.
  - c. Construct a Days Work (DW) or a Rigid Tie (RT) transverse construction joint no closer than 5 feet of an existing or planned transverse contraction joint. Construct the DW or RT transverse construction joint if concrete placement is delayed for more than 30 minutes, at planned pavement gaps, or at the end of each day.
  - d. Finish the edges of the pavement at construction joints with a 1/8 inch radius edging tool.
4. Expansion Joints:
- a. Install expansion joints as specified in the contract documents.
  - b. Prevent movement of or damage to joint assembly when placing concrete; set joint material low enough to clear the finish machine.

- c. Construct double width expansion joint in curb over expansion joint in pavement. The backside of the joint must be clear of concrete.
  - d. Align the expansion joint straight and true. After the mechanical finishing equipment has passed over the joint, check the joint for movement. If movement in excess of 1/2 inch has occurred, immediately correct the installation to its intended position.
  - e. If joint fillers are assembled in sections, or if joints as a whole are constructed in sections, do not allow offsets between adjacent fillers.
  - f. Where more than one section is used in a joint, securely lace or clip the sections together.
  - g. Supplemental vibration equipment is required for proper consolidation of the concrete.
  - h. After the surface finishing has been completed, finish the edge of the joint with a 1/8 inch edging tool.
- L. Joint Sealing:
- 1. Timing:
    - a. Unless otherwise allowed or approved by the Engineer, before any portion of the pavement is opened to the Contractor's equipment or to general traffic, clean and seal joints that require sealing.
    - b. The Engineer may limit the wheel loads and axle loads of equipment operating on the pavement during this operation, if prior to the age and strength specified in Section 7010, 3.05. Additional tests to determine the pavement strength may be required.
  - 2. Cleaning:
    - a. For those joints that are not to be sealed, cleaning is not required.
    - b. Within 3 hours after a joint has been wet sawed to the finished dimension, flush the wet sawing residue away from the sawed faces using a high pressure water blast operating with a minimum pressure of 1,000 pounds per square inch. Within 3 hours after a joint has been dry sawed to the finished dimension, blow the dry sawing residue from the joint using air compressors that provide moisture and oil free compressed air.
    - c. Immediately prior to installation of sealant, clean joints with an air blast. Do not perform sealing until visual examination verifies the joint surfaces appear dry, in addition to being clear of dust and contamination.
  - 3. Sealing:
    - a. Prepare and install joint sealer in the joint and to the proper level specified in the contract documents and as recommended by the manufacturer.
    - b. Heat hot-poured sealers in a thermostatically controlled heating kettle; heat the material to the temperature required for use, but not above that

recommended by the manufacturer. After sealing, remove excess sealer from the pavement surface.

- c. Seal joints the same day they are cleaned. Apply sealant only when the joint surfaces appear dry by visual examination.
  - d. Place joint sealer only when the pavement and ambient air temperatures are 40°F or above. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the joint faces. When this sealer cannot be properly placed due to late fall work, submit a joint construction plan and sealing details to the Engineer for approval before commencing paving. Delay the cleaning, sealing, and, if required, resawing of joints until the following spring. This delay requires the Engineer's approval.
  - e. When surface correction is required, repair seals damaged from the corrective work. Joint preparation, cleaning, and sealing may be delayed until after corrective work, provided the pavement is not opened to traffic before corrective work is performed.
- M. Pavement Backfill: Following slipform paving operations, place backfill material along the pavement within 48 hours of pavement attaining opening strength or as directed by the Engineer to prevent flow of water and any subsequent damage caused by undermining of the pavement. Prior to placement of full backfill material, construct check dams or other protection as appropriate to ensure no damage to the subgrade and/or subbase occurs.
- N. Form Removal:
- 1. Timing:
    - a. Remove forms after the initial set of the concrete has taken place.
    - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
  - 2. Honeycomb Repair:
    - a. When the forms are removed, fill honeycombs with mortar composed of 1 part cement and 2 parts fine aggregate by weight.
    - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the Contracting Authority.
  - 3. Paving Protection: In the area adjacent to the curbs and pavement edge, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the pavement occurs. This may include check dams, pumping, etc.

**3.03 CURB AND GUTTER CONSTRUCTION (See ~~Figure 7010-102~~ MD-2 Curb and Gutter Details.)**

- A. Complete the construction of curb and gutter separate from pavement in the same manner as for pavement in Section 7010, 3.02.
- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used if approved by the City Engineer.

**3.04 PAVEMENT PROTECTION**

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.
  - 1. Cold Weather:
    - a. Paving: Do not place aggregates containing frozen lumps, and do not place concrete on a frozen subgrade or subbase. Take all necessary actions to prevent the pavement from freezing.
      - 1) Concrete mixing and placement may be started, if weather conditions are favorable, when the air temperature is at least 34°F and rising. At the time of placement, concrete must have a temperature of at least 40°F.
      - 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
        - a) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.
        - b) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
        - c) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

**Table 5.1—Recommended Concrete Temperatures**

|      |                         | Section size, minimum dimension                                                      |                              |                               |                    |
|------|-------------------------|--------------------------------------------------------------------------------------|------------------------------|-------------------------------|--------------------|
|      |                         | < 12 in. (300 mm)                                                                    | 12 to 36 in. (300 to 900 mm) | 36 to 72 in. (900 to 1800 mm) | > 72 in. (1800 mm) |
| Line | Air Temperature         | Minimum concrete temperature as placed and maintained                                |                              |                               |                    |
| 1    |                         | 55°F (13°C)                                                                          | 50°F (10°C)                  | 45°F (7°C)                    | 40°F (5°C)         |
|      |                         | Minimum concrete temperature as mixed for indicated air temperature *                |                              |                               |                    |
| 2    | Above 30°F (-1°C)       | 60°F (16°C)                                                                          | 55°F (13°C)                  | 50°F (10°C)                   | 45°F (7°C)         |
| 3    | 0 to 30°F (-18 to -1°C) | 65°F (18°C)                                                                          | 60°F (16°C)                  | 55°F (13°C)                   | 50°F (10°C)        |
| 4    | Below 0°F (-18°C)       | 70°F (21°C)                                                                          | 65°F (18°C)                  | 60°F (16°C)                   | 55°F (13°C)        |
| 5    |                         | Maximum allowable gradual temperature drop in first 24 hours after end of protection |                              |                               |                    |
|      |                         | 50°F (28°C)                                                                          | 40° (22°C)                   | 30°F (17°C)                   | 20°F (11°C)        |

a) \* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

- b. Protection: Prior to applying protection, cure all concrete pavement and curb/gutters, including exposed edges of the pavement and curb. In addition, protect concrete less than 36 hours old as follows:

Night Temperature

35°F to 32°F

31°F to 25°F

Below 25°F

Forecast Type of Protection<sup>1</sup>

One layer of burlap for concrete.

Two layers of burlap or one layer of plastic on one layer of burlap.

Four layers of burlap between layers of 4 mil plastic or equivalent commercial insulating material approved by the Engineer.

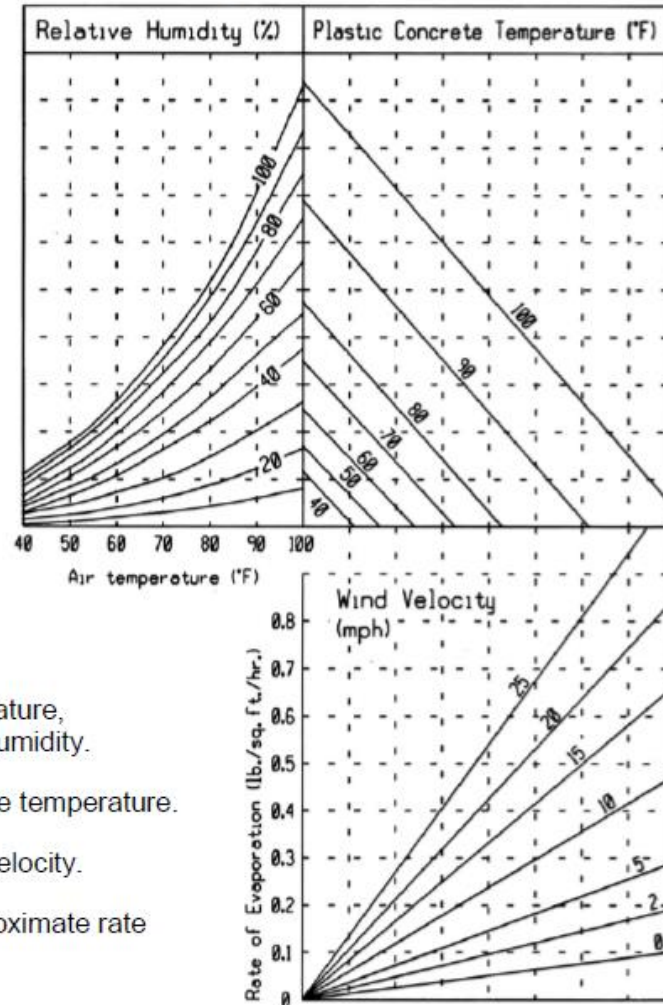
<sup>1</sup>Keep protection in place until one of the following conditions is met:

- The pavement is 5 calendar days old.
  - Opening strength is attained.
  - Forecasted low temperatures exceed 35°F for the next 48 hours.
  - Forecasted high temperatures exceed 55°F for the next 24 hours and subgrade temperatures are above 40°F.
- Shut down paving operations in time to comply with protection requirements outlined above. During cold weather, allow more time for finishing and protection. Perform all finishing and covering operations prior to darkness. Temperature restrictions and protection requirements may be modified by the Engineer.
  - Equivalent commercial insulating material approved by the Engineer may be used. This material must be waterproof and have a minimum R value of 1.0. If initial set has not yet occurred, place a layer of burlap on top of concrete prior to placing insulating blankets.
  - Use a method of protection and materials that will maintain the concrete temperature above 40°F.
2. Hot Weather: Hot weather condition is defined as any combination of the following conditions that tend to impair the quality of plastic concrete by



accelerating the rate of moisture loss and rate of cement hydration causing thermal shrinkage and resulting in plastic shrinkage cracking:

- High Ambient Temperature
  - High Concrete Temperature
  - Low Relative Humidity
  - High Wind Velocity
  - Solar Radiation
- c. General:
- 1) During hot weather conditions, the Engineer may restrict concrete placement to early morning or evening hours.
  - 2) During hot weather conditions, advise the Engineer of the results of the theoretical evaporation rate throughout paving operations.
- d. Determine the Theoretical Rate of Evaporation: Use the following chart and the National Weather Service's predicted maximum air temperature, relative humidity, and maximum steady wind velocity without gusts, for the date and the location of the paving pour.
- e. If the evaporation rate exceeds 0.1 pounds per square foot per hour but is less than 0.3 pounds per square foot per hour, provide the following concrete evaporation protection.
- 1) Immediately apply an approved evaporation retarder to the concrete pavement and curbs or increase the surface cure application to 1.5 times the standard specified rate.
  - 2) Take special precautions to ensure that the forms and subgrade are sufficiently moist or protected to avoid lowering the water content at the pavement/subgrade interface. In hot weather conditions, moisten the subgrade the evening before operations.
  - 3) Ensure that the time between placing and curing is minimized and eliminate delays.
  - 4) Moisten concrete aggregates that are dry and absorptive.
  - 5) Use a fog spray to raise the relative humidity of the ambient air if there is a delay in immediately applying the curing compound.
  - 6) Minimize solar heat by shading, wetting, or covering concrete chutes or other equipment that comes in contact with plastic concrete.
- f. If the evaporation rate is 0.3 pounds per square foot per hour or greater, discontinue placement of concrete.

**Theoretical Rate of Evaporation Chart**

To Use this Chart:

1. Enter with air temperature, move up to relative humidity.
2. Move right to concrete temperature.
3. Move down to wind velocity.
4. Move left, read approximate rate of evaporation

2. Rain Protection:

- a. Have materials available, near the work site, for proper protection of the edges and surface of concrete. Protective material may consist of sheets of burlap or plastic film. Also have planks or other material with suitable stakes that can be used as temporary forms available.
  - b. If initial set has not occurred, take every precaution necessary to protect the surface texture of the concrete.
  - c. If so determined by the Engineer, failure to properly protect concrete will constitute cause for removal and replacement of defective pavement.
- B. Night Conditions: Perform all finishing and covering operations prior to darkness (half an hour after sunset). Do not commence construction until half an hour before sunrise. Do not place or finish concrete under artificial light, unless approved by the Engineer.

**C. Protection from Traffic:****1. General:**

- a. Protect the new pavement and its appurtenances from traffic, both public and that caused by the Contractor's own employees and agents, at no additional cost to the Contracting Authority. This includes the erection and maintenance of warning signs, lights, barricades, watchmen to direct traffic, and pavement bridges or crossovers.
- b. Do not operate equipment with metal tracks, metal bucket blades, or metal motor patrol blades directly on new paving. Do not unload soil or granular materials, including base rock for storage and future reloading directly onto new paving.

**2. End of Day's Run:**

- a. At the end of each day's run and at all side streets, erect and maintain safety barriers and fencing as necessary to protect the pavement from damage.
- b. Install safety fences within 1 hour of the completion of finishing and curing operations. Leave fences in place and maintained until the concrete has attained the minimum strength or age.
- c. Intermediate safety fences may be required for the purpose of opening the pavement for access to a side road, side street, or entrance.

- 3. Repair of Damages: At the discretion of the Engineer, and at no additional cost to the Contracting Authority, repair or replace any part of the pavement damaged by traffic or other causes occurring prior to final acceptance of the pavement.

**3.05 USE OF PAVEMENT**

Time for opening pavement for use is determined by maturity method complying with Iowa DOT Materials I.M. 383 or age and test results. The minimum age and test results needed for opening are shown in Table 7010.01.

**Table 7010.01: Minimum Age and Tested Strength of Pavement before Opening**

| Class of Mix | Type of Cement | Minimum Age For Opening <sup>1</sup> | Minimum Compressive Strength (psi) | Minimum Flexural Strength Center Point (psi) |
|--------------|----------------|--------------------------------------|------------------------------------|----------------------------------------------|
| C            | Type I         | 7 Days <sup>2</sup>                  | 3,000                              | 500                                          |
| M            | Type I         | 48 Hours                             | 3,000                              | 500                                          |

<sup>1</sup> Opening without testing only allowed upon approval of Engineer

<sup>2</sup> Five calendar days for concrete 9 inches thick or more.

**3.06 TRANSPORTATION RESTRICTIONS**

- A. Do not use concrete transported with continuous agitation when the cement has been in contact with the aggregate more than 90 minutes before it is placed. With the approval of the Engineer, an approved retarding admixture may be used at the rates required in Iowa DOT Materials I.M. 403.

- B. Do not use concrete transported without continuous agitation if the period elapsed between the time the concrete is mixed and the time it is placed is greater than 30 minutes. With the approval of the Engineer, an approved retarding admixture may be used at the rates required in Iowa DOT Materials I.M. 403 and the mixed-to-placed time may be extended.
- C. Ensure the methods of delivering and handling the concrete are such that objectionable segregation or damage to the concrete will not occur, and concrete placing will occur with a minimum of rehandling.
- D. Thoroughly clean the truck compartment in which concrete is transported and flush with water to ensure that hardened concrete will not accumulate. Discharge the flushing water from the truck compartment to the designated discharge point before it is charged with the next batch.

### 3.07 QUALITY CONTROL

- A. Testing: Provide the following material certifications and testing required to be performed by Supplier or Contractor.
- B. Air Content:
  - 1. Air content of the concrete will be evaluated according to Iowa DOT Materials I.M. 318 and 327.
  - 2. When a test result is outside the tolerance for the target air content, the contractor will be notified immediately. An air test will then be immediately run behind the paver to aid in identifying the limits of the non-complying air. A test result between 5% and 8% behind the paver will be considered complying. This test will represent all concrete from the back of the paver back to the last documented complying test. Make immediate adjustments to the mix production and placement process to bring the air content back within tolerance. Do not use succeeding loads below the lower target air content tolerance by more than 0.5%. Each subsequent load will be tested until air content is within tolerance for two consecutive loads. For all incorporated, non-complying concrete that is out of tolerance, the Engineer will determine if removal and replacement is required or if a price adjustment, according to Table 7010.03, will be applied.

**Table 7010.02: Material Certifications and Testing**

| Material or Construction Item | Tests            | Applicable Standard <sup>1</sup> | Methods of Acceptance of Sampling and Testing | Field Sampling and Testing Frequency (minimum) | Responsible Party   |
|-------------------------------|------------------|----------------------------------|-----------------------------------------------|------------------------------------------------|---------------------|
| Fine Aggregates               | Gradation        | I.M. 302, 306, 336               | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          | Supplier/Contractor |
|                               | Moisture         | I.M. 308, 527                    | Cert. Plant Insp. <sup>2</sup>                | 1 per 1/2 day                                  |                     |
|                               | Specific Gravity | I.M. 307                         | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                     |
|                               | Quality          | I.M. 209                         | Approved Source                               | Prior to use                                   |                     |
| Coarse Aggregates             | Gradation        | I.M. 302, 306, 336               | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                     |

**Table 7010.02: Material Certifications and Testing**

| Material or Construction Item | Tests                           | Applicable Standard <sup>1</sup> | Methods of Acceptance of Sampling and Testing | Field Sampling and Testing Frequency (minimum) | Responsible Party |
|-------------------------------|---------------------------------|----------------------------------|-----------------------------------------------|------------------------------------------------|-------------------|
| Portland Cement               | Moisture                        | I.M. 308, 527                    | Cert. Plant Insp. <sup>2</sup>                | 1 per 1/2 day                                  | Engineer          |
|                               | Specific Gravity                | I.M. 307                         | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                   |
|                               | Quality                         | I.M. 209                         | Approved Source                               | Prior to use                                   |                   |
|                               | Quality                         | I.M. 401                         | Approved Source                               | Prior to use                                   |                   |
|                               | Fly Ash                         | I.M. 491.17                      | Approved Source                               | Prior to use                                   |                   |
|                               | GGBFS                           | I.M. 491.14                      | Approved Source                               | Prior to use                                   |                   |
|                               | Curing Compound                 | Iowa DOT Section 4105            | Approved Source                               | Prior to use                                   |                   |
|                               | Joint Sealer                    | I.M. 436.01                      | Approved Source                               | Prior to use                                   |                   |
|                               | Epoxy Dowel Bars and Assemblies | I.M. 451.03B                     | Approved Source                               | Prior to use                                   |                   |
|                               | Tie Bars                        | I.M. 451                         | Approved Source                               | Prior to use                                   |                   |
| Plastic Concrete              | Air Content                     | I.M. 318, 327                    | Field Test                                    | 1/200 CY or min. 1/day                         | Engineer          |
|                               | Slump                           | I.M. 317                         | Field Test                                    | 1/200 CY or min. 1/day                         |                   |
|                               | Cylinders                       | I.M. 315                         | Field Test                                    | Set of 3/500 CY or two sets/day                |                   |
|                               | Beams                           | I.M. 316, 327, 328               | Field Test                                    | Set of 3/500 CY or two sets/day                |                   |
|                               | Thickness                       | -----                            | Field Test                                    | 1/200 CY                                       |                   |
|                               | Smoothness                      | SUDAS 7010, 3.07                 | Field Test – Straightedge                     | Project length                                 |                   |
| Hardened Concrete             | Smoothness                      | SUDAS 7010, 3.07                 | Field Test – Profilograph                     | Project length                                 | Contractor        |
|                               | Thickness                       | SUDAS 7010, 3.07                 | Field Test                                    | core/1000 SY or 3 cores/project                |                   |
|                               | Strength                        | I.M. 383                         | Maturity Tests <sup>3</sup>                   | Prior to placement                             |                   |

<sup>1</sup> Refers to the Iowa DOT Materials I.M.s, Iowa DOT Standard Specifications, or SUDAS Standard Specifications.

<sup>2</sup> Certified plant inspection per Iowa DOT Materials I.M. 527.

<sup>3</sup> The Contractor is responsible for developing the maturity curve for the specified mix, taking maturity readings, and delivering a copy of the results to the Engineer.

**Table 7010.03: Concrete Air Content Price Adjustments**

| Air Content Range       |     |         | % Payment of Unit Price |
|-------------------------|-----|---------|-------------------------|
| Minimum                 |     | Maximum |                         |
| 1.1*                    | and | below   | 0%                      |
| 0.6                     | to  | 1.0*    | 50%                     |
| 0.1                     | to  | 0.5*    | 75%                     |
| Low air tolerance limit |     |         | 100%                    |
| Target                  |     |         | 100%                    |

**Table 7010.03: Concrete Air Content Price Adjustments**

| Air Content Range |                          |         | % Payment of Unit Price |
|-------------------|--------------------------|---------|-------------------------|
| Minimum           |                          | Maximum |                         |
|                   | High air tolerance limit |         | 100%                    |
| 0.1               | to                       | 0.5**   | 95%                     |
| 0.6               | to                       | 1.0**   | 85%                     |
| 1.1               | to                       | 1.5**   | 75%                     |
| 1.6               | to                       | 2.0**   | 60%                     |
| 2.1**             | and                      | above   | 0%                      |

\* Air content deviation below the acceptable limits

\*\* Air content deviation above the acceptable limits

C. Pavement Smoothness: Evaluate pavement smoothness for all PCC pavement and overlay surfaces.

1. Straightedge: The Engineer will check PCC pavement surfaces with a 10 foot straightedge placed parallel to the centerline. Areas showing high spots of more than  $\frac{1}{4}$  of an inch in 10 feet will be marked. Complete surface corrections according to the procedures in Iowa DOT Section 2316 to an elevation where the area or spot will not show surface deviations in excess of  $\frac{1}{8}$  inch when tested with a 10 foot straightedge. Surface corrections will be completed at the direction of the Engineer with no additional cost to the Contracting Authority.

~~2. Profilograph:~~

- ~~a. If specified in the contract documents, comply with Iowa DOT Section 2316 to measure pavement smoothness with a profilograph.~~
- ~~b. Evaluate according to the smoothness requirements of Table 7010.04 and make surface corrections and price reductions. Surface corrections will be completed with no additional cost to the Contracting Authority. No incentive for pavement smoothness will be made.~~

**Table 7010.04: Pay Factor if Profilograph Used**

| Segment Index (inch/mile) | Pay Factor                    |
|---------------------------|-------------------------------|
| 0 - 22.0                  | 100%                          |
| 22.1 - 30.0               | 97%                           |
| 30.1 and over             | Grind as directed by Engineer |

- ~~c. Smoothness measurements will be suspended for structures and through intersections.~~

D. Pavement Thickness:

1. At locations determined by the Engineer, cut samples from the pavement by drilling with a core bit that will provide samples with a 4 inch outside diameter. Restore the surface by tamping low slump concrete into the hole, finishing,

and texturing. The Engineer will witness the core drilling, identify, and take possession of the cores. The Engineer will determine the core locations, measure the cores, and determine the thickness index according to Iowa DOT Materials I.M. 346 and 347, except as modified as follows:

- a. For regular or irregular shaped areas, use a lot size of 1,000 square yards. Include remnants less than 500 square yards in the last lot and remnants greater than 500 square yards in a separate lot. Take a minimum of three cores per project.
- b. For any core with a deficiency greater than 0.15 inch, take two additional cores in that pavement lot and use the average of the three cores.
2. Coring of pavement or other work for thickness determination may be waived by mutual agreement for sections of the same design thickness less than 2,500 square yards.
3. Based on the thickness index determined by the Engineer, the pavement payment will be as shown in Tables 7010.05 and 7010.06.
4. If the thickness index deficiency is greater than 0.51 for pavements thinner than 9 inches or 0.91 for pavements 9 inches or thicker, the Engineer will study the extent and severity of the deficiency of the pavement areas. The Engineer will require one of the following based on a review on the level of deficiency, the amount of the payment penalty, and the estimated reduction in the design life of the deficient pavement:
  - a. Removal and replacement of the deficient areas with pavement complying with the contract documents at no additional cost to the Contracting Authority.
  - b. Completion of an agreement that provides a combination of an extended guarantee period and payment penalty and allows the deficient pavement to be left in place.

**Table 7010.05: Pay Factor for PCC Pavement for Design Thickness less than 9"**

| Thickness Index Range | Percent Payment               |
|-----------------------|-------------------------------|
| More than 0 to -0.15  | 100                           |
| -0.16 to -0.25        | 95                            |
| -0.26 to -0.50        | 85                            |
| -0.51 or less         | As determined by the Engineer |

**Table 7010.06: Pay Factor for PCC Pavement for Design Thickness 9" or Greater**

| Thickness Index Range   | Percent Payment |
|-------------------------|-----------------|
| More than 0.00 to -0.15 | 100             |
| -0.16 to -0.20          | 99              |
| -0.21 to -0.25          | 98              |
| -0.26 to -0.30          | 97              |
| -0.31 to -0.35          | 96              |

| Thickness Index Range | Percent Payment                  |
|-----------------------|----------------------------------|
| -0.36 to -0.40        | 95                               |
| -0.41 to -0.45        | 94                               |
| -0.46 to -0.50        | 93                               |
| -0.51 to -0.55        | 92                               |
| -0.56 to -0.60        | 91                               |
| -0.61 to -0.65        | 90                               |
| -0.66 to -0.70        | 89                               |
| -0.71 to -0.75        | 88                               |
| -0.76 to -0.80        | 87                               |
| -0.81 to -0.85        | 86                               |
| -0.86 to -0.90        | 85                               |
| -0.91 or less         | As determined by the<br>Engineer |

- E. Defects or Deficiencies: Remove and replace or repair pavement containing excessive cracks, fractures, spalls, or other defects at no additional cost to the Contracting Authority. The method of replacement or repair will be determined by the Engineer.

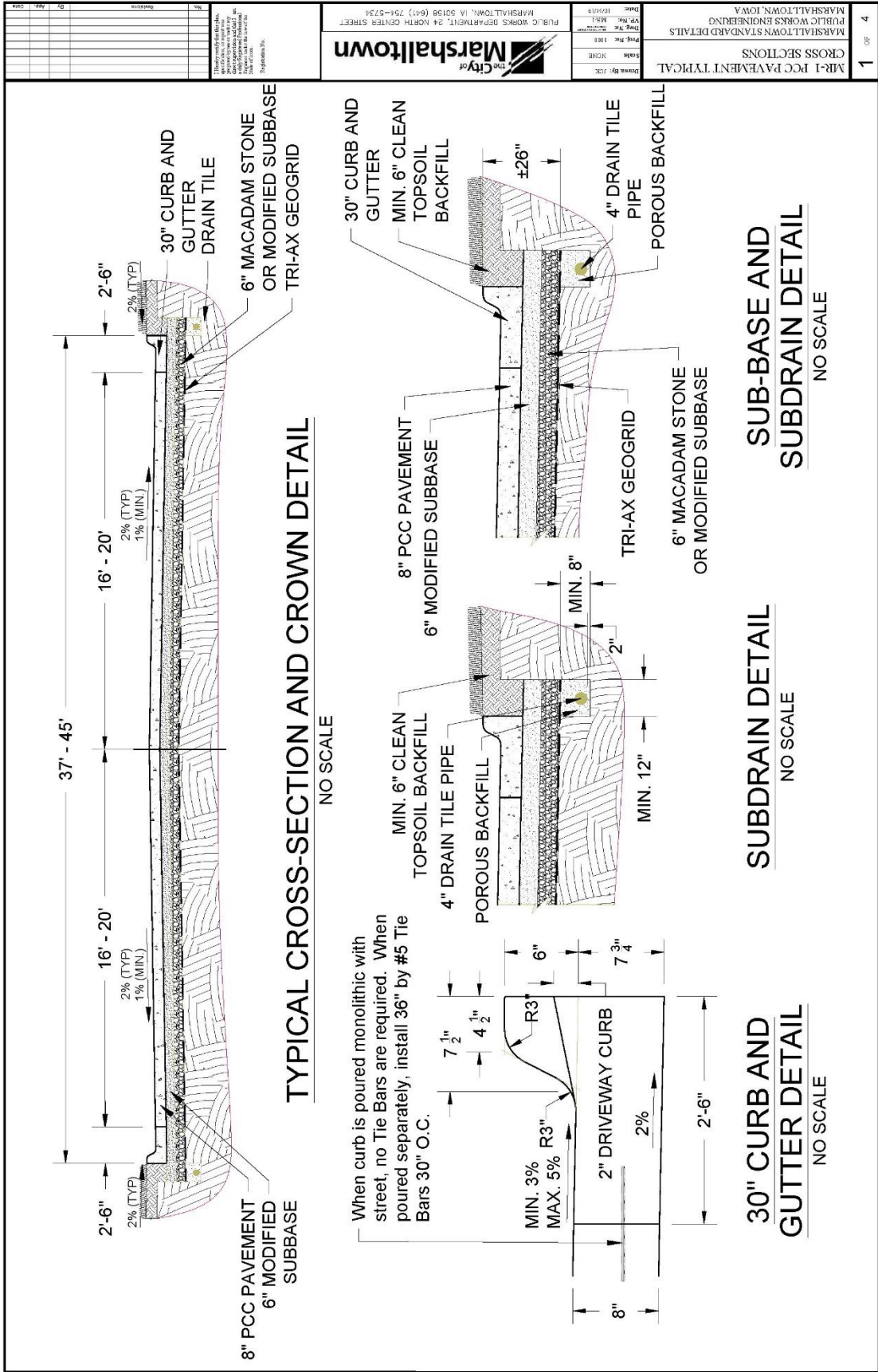
### **3.08 MARSHALLTOWN STANDARD DETAILS**

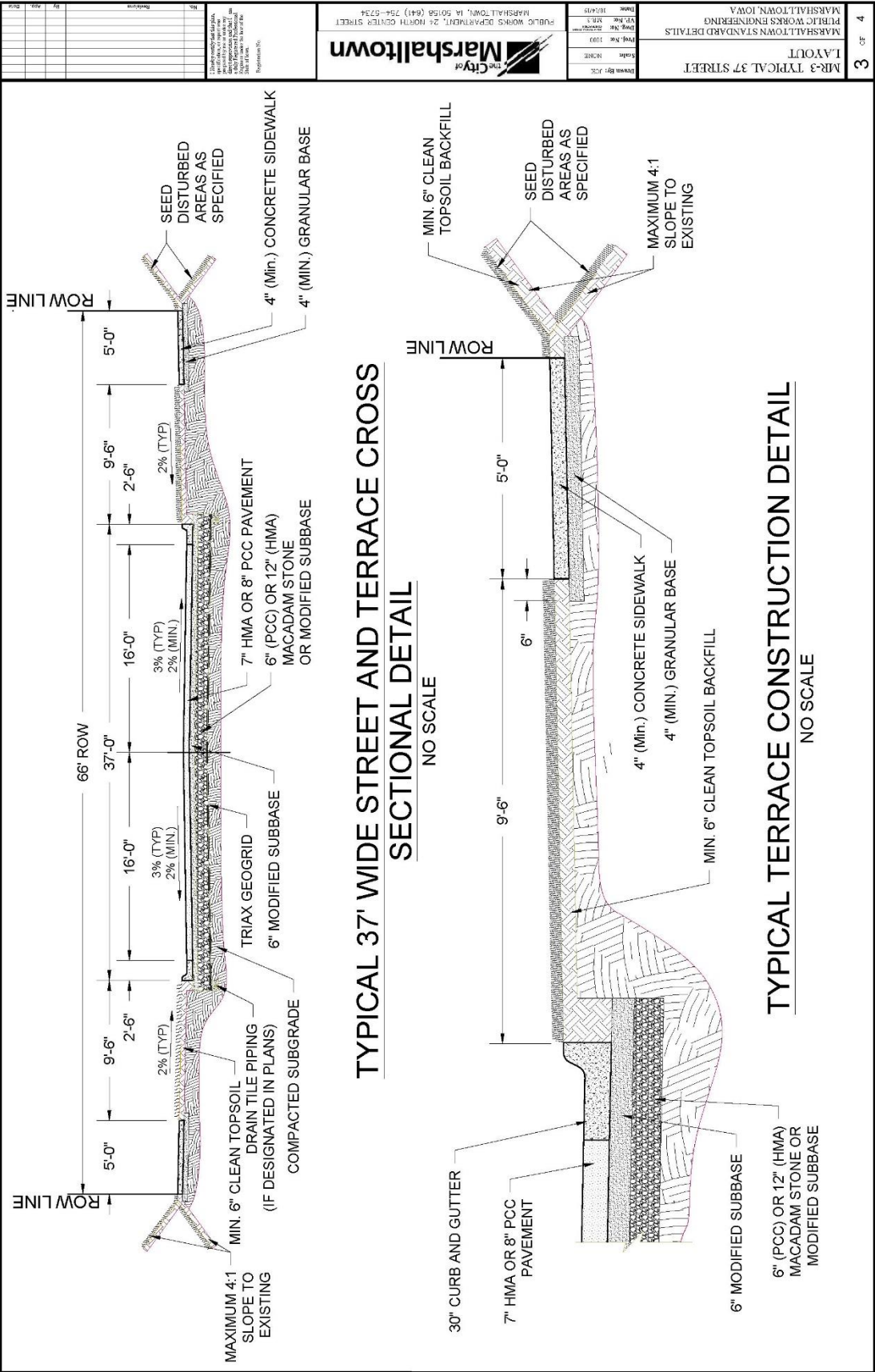
A. Added the following details:

1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

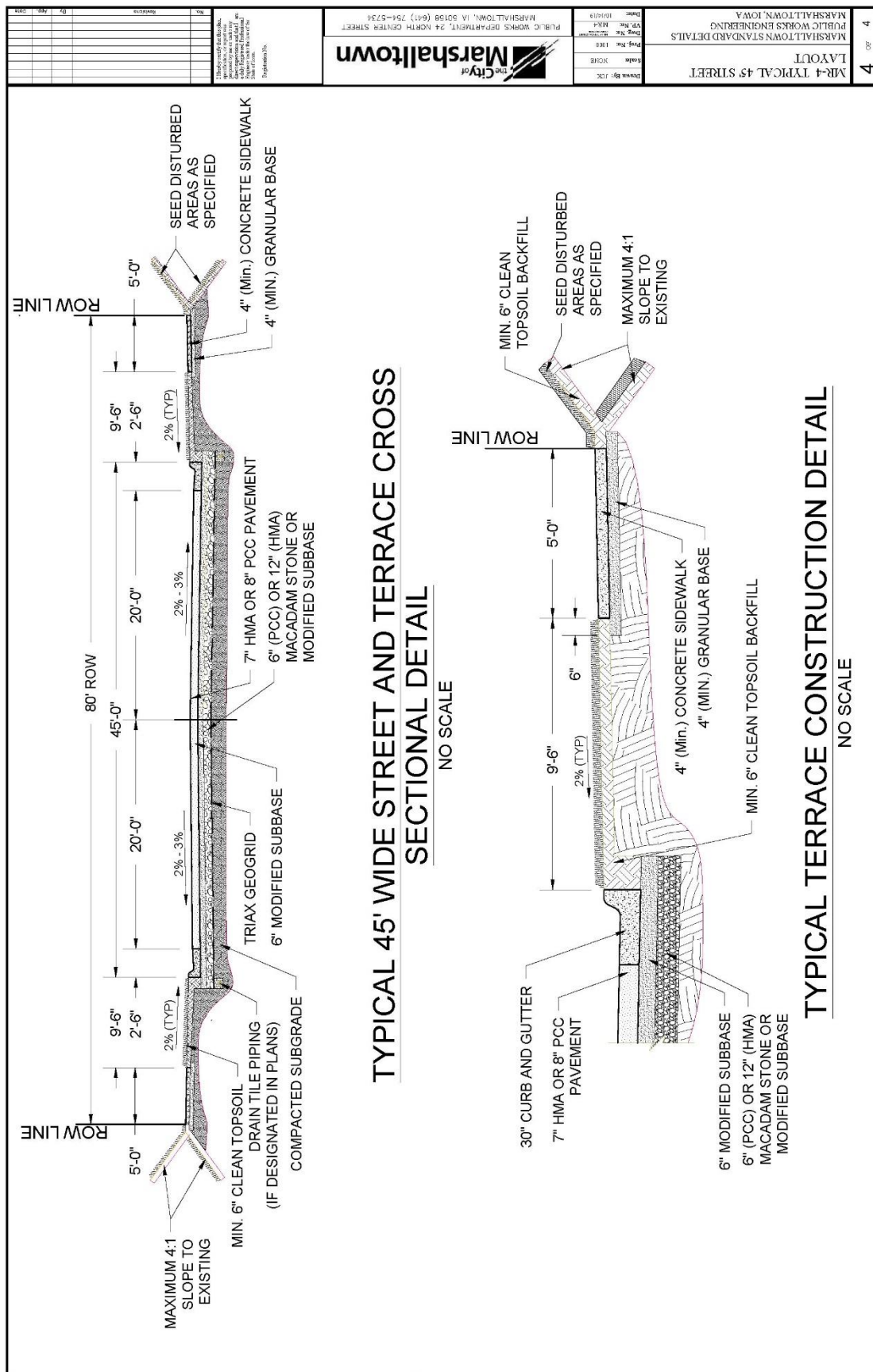
END OF SECTION





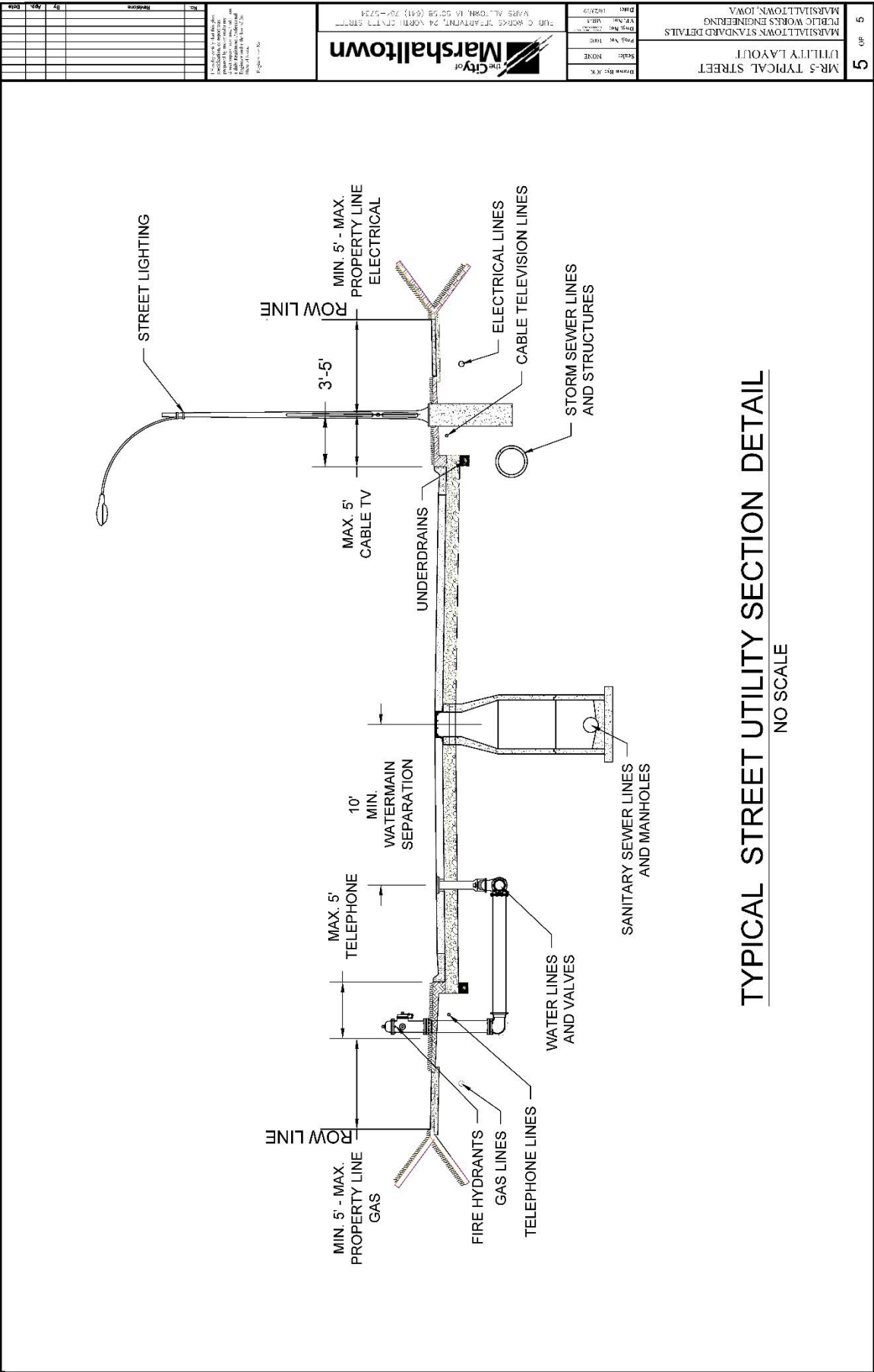


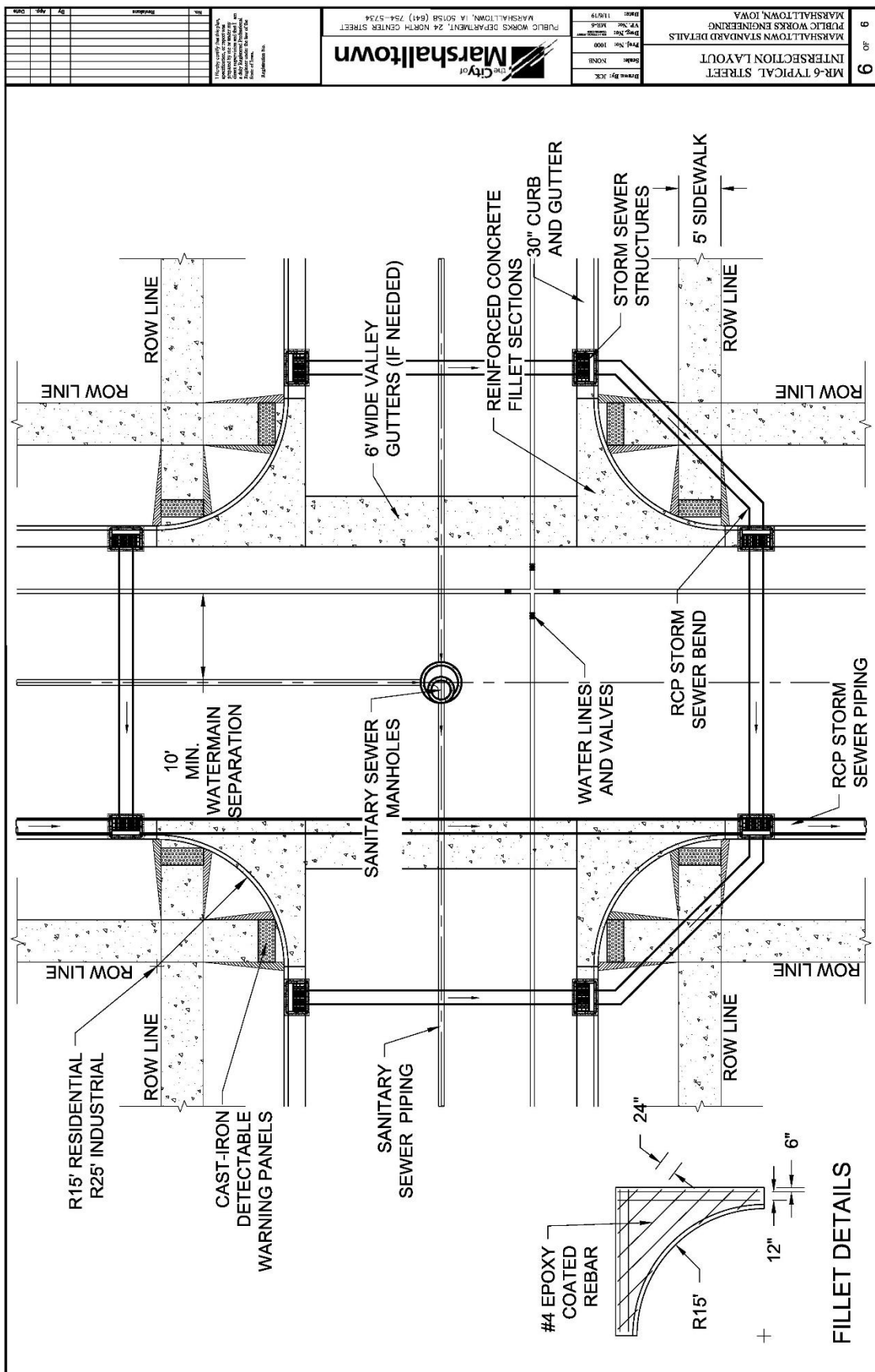
|      |                           |                                                 |
|------|---------------------------|-------------------------------------------------|
| 3    | 3                         | 4                                               |
| MR-3 | TYPICAL 37' STREET LAYOUT | MARSHALLTOWN STANDARD DETAILS                   |
| MR-3 | TYPICAL 37' STREET LAYOUT | PUBLIC WORKS ENGINEERING                        |
| MR-3 | TYPICAL 37' STREET LAYOUT | MARSHALLTOWN, IOWA                              |
| MR-3 | TYPICAL 37' STREET LAYOUT | DESIGNED BY: JCS                                |
| MR-3 | TYPICAL 37' STREET LAYOUT | DATE: 10/14/19                                  |
| MR-3 | TYPICAL 37' STREET LAYOUT | PROJECT: MARSHALLTOWN, IA 50158 (641) 754-0734  |
| MR-3 | TYPICAL 37' STREET LAYOUT | PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET |
| MR-3 | TYPICAL 37' STREET LAYOUT | THE CITY OF MARSHALLTOWN                        |







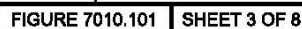


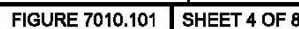


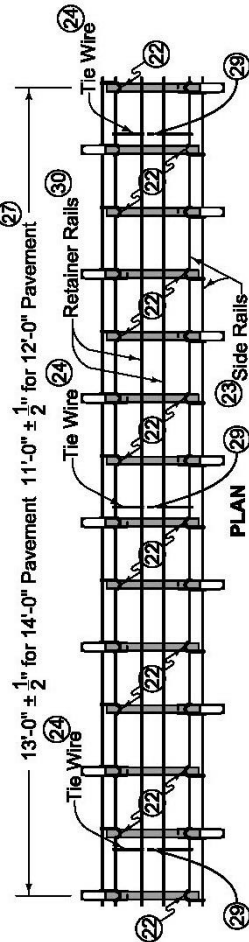
Revised: 2019 Edition



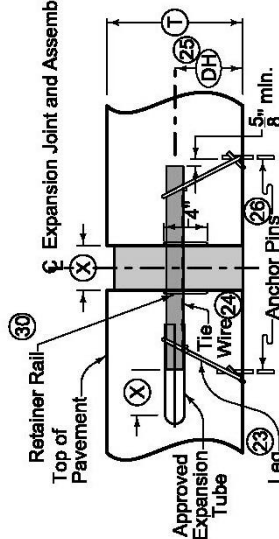
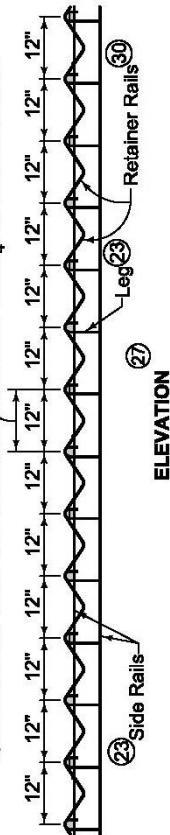






**EXPANSION JOINTS**

Spaces between dowel bars are nominal dimensions with a  $\frac{1}{4}$ " allowable tolerance.

**SECTION THRU EXPANSION JOINT**

| JOINT OPENING AND EXPANSION TUBE EXTENSION |                     |
|--------------------------------------------|---------------------|
| Joint Type                                 | Minimum Tube Length |
| "ED"                                       | 6"                  |
| "EE"                                       | 7"                  |
| "EF"                                       | 9"                  |

| DOWEL HEIGHT AND DIAMETER FOR DOWELED EXPANSION JOINTS |               |
|--------------------------------------------------------|---------------|
| (1)                                                    | (25) Diameter |
| 7" to 7 1/2"                                           | 3 1/2"        |
| 8" to 9 1/2"                                           | 4 1/4"        |
| 10" to 11 1/2"                                         | 5 1/4"        |
| 12" to 13"                                             | 6 1/4"        |

Tubular Dowel Bars will not be allowed for expansion joints.

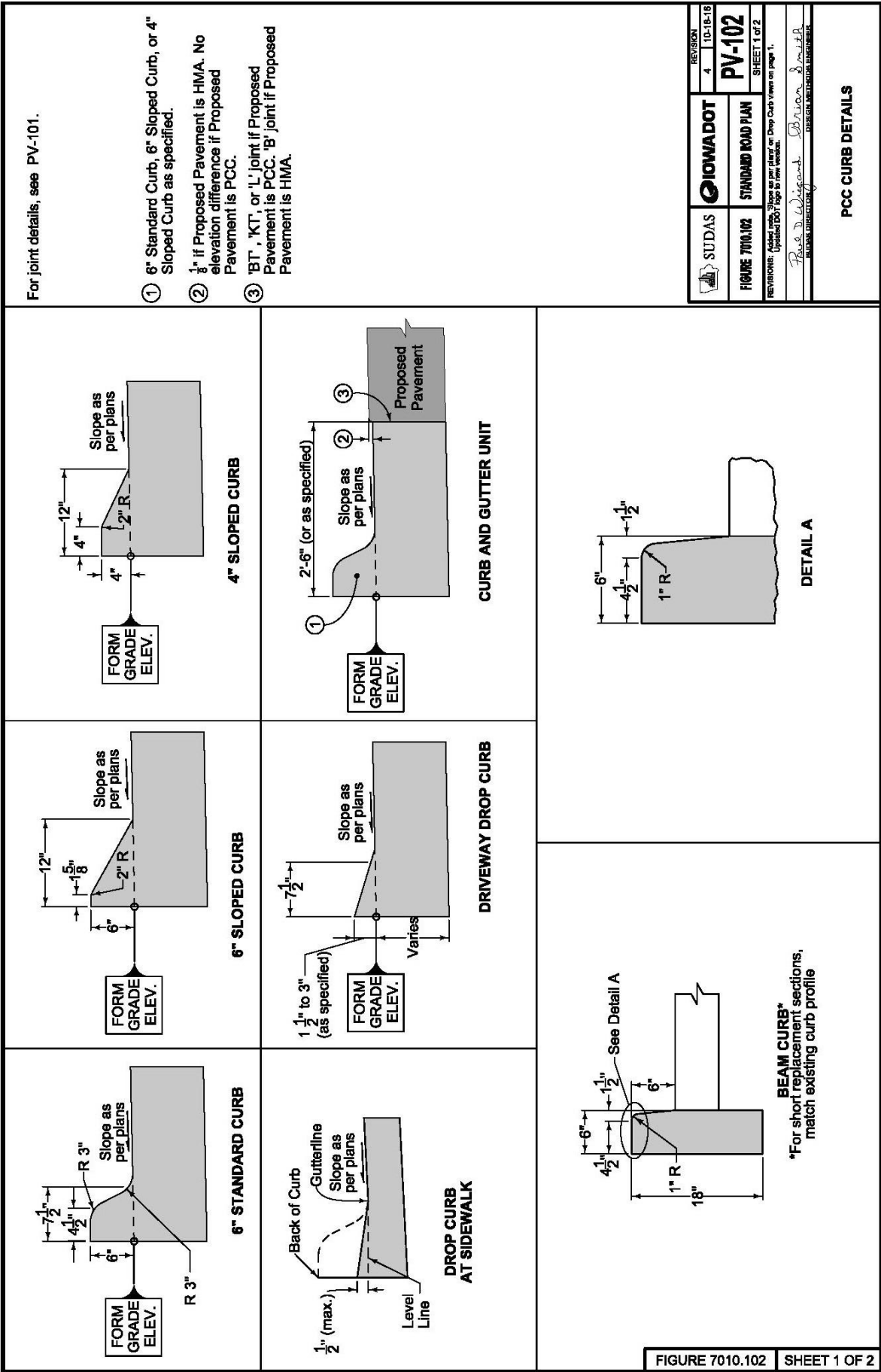
**DOWEL ASSEMBLIES**  
(19) (20) (21)

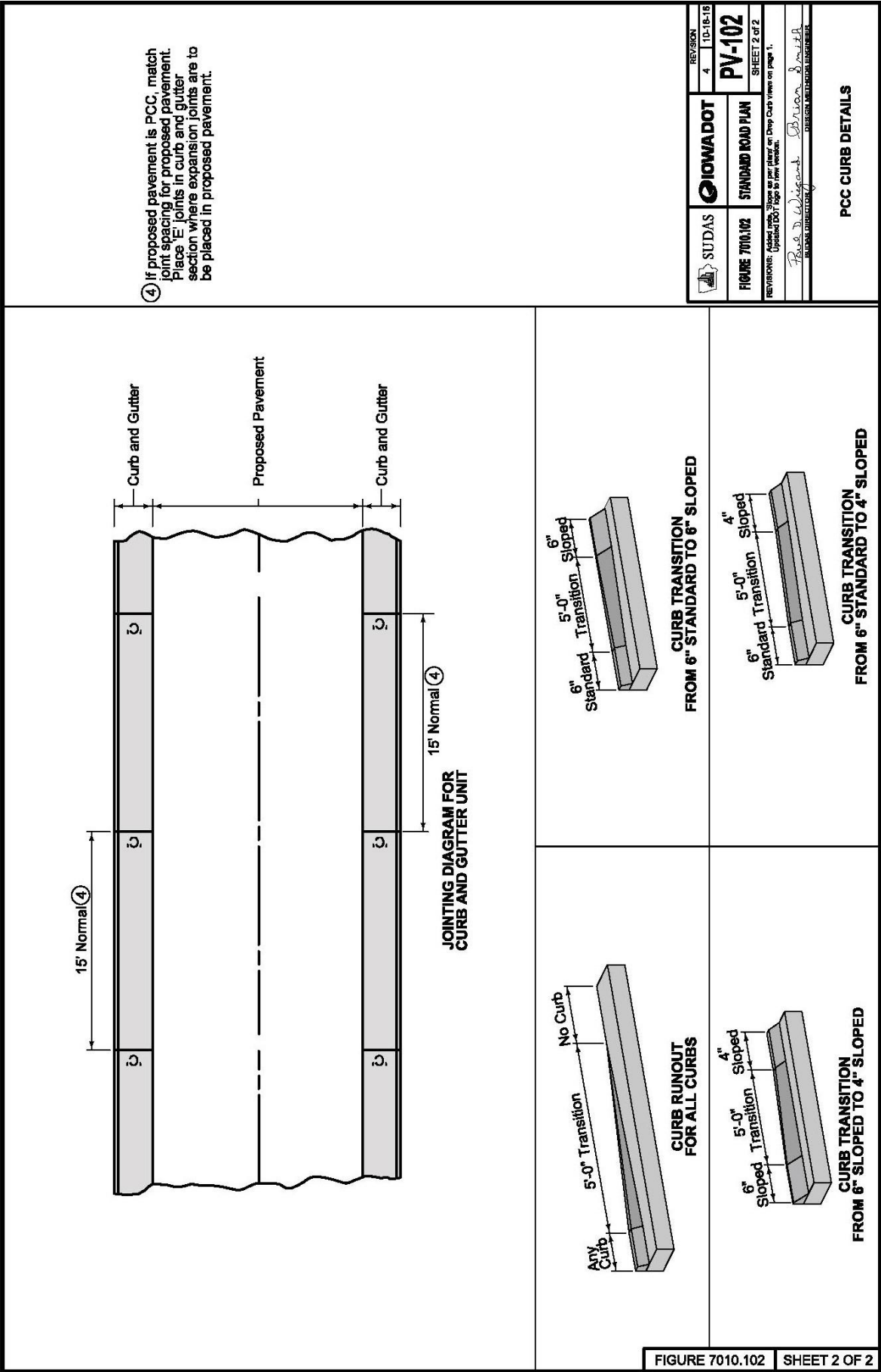
- (19) Use 18 inch long dowel bars with a tolerance of  $\pm 1/8$  inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within  $\pm 1/8$  inch.
- (20) Use wires with a minimum tensile strength of 50 ksi.
- (21) Details apply to both transverse contraction and expansion joints.
- (22) Weld alternately throughout.
- (23) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (24) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (25) Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- (26) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (27) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (28) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.
- (29) Clip and remove center portion of tie during field assembly.
- (30) 1/4 inch diameter wire.

|                                                                                                                                                            |                           |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------|
| <b>SUDAS</b>                                                                                                                                               | <b>IOWA DOT</b>           | REVISION      |
|                                                                                                                                                            |                           | 9 04-18-19    |
| <b>FIGURE 7010.101</b>                                                                                                                                     | <b>STANDARD ROAD PLAN</b> | <b>PV-101</b> |
| SHEET 7 of 8                                                                                                                                               |                           |               |
| REVISIONS: Added tubular dowel option to transverse contraction joint. Modified detail note 2. Added new detail note 14 and reinforcement detailing notes. |                           |               |
| <i>Paul D. Wiegand</i><br>DESIGN ENGINEER                                                                                                                  |                           |               |
| <i>David M. Miller</i><br>DESIGN METEOROLOGICAL ENGINEER                                                                                                   |                           |               |
| <b>JOINTS</b>                                                                                                                                              |                           |               |

**FIGURE 7010.101 SHEET 7 OF 8**







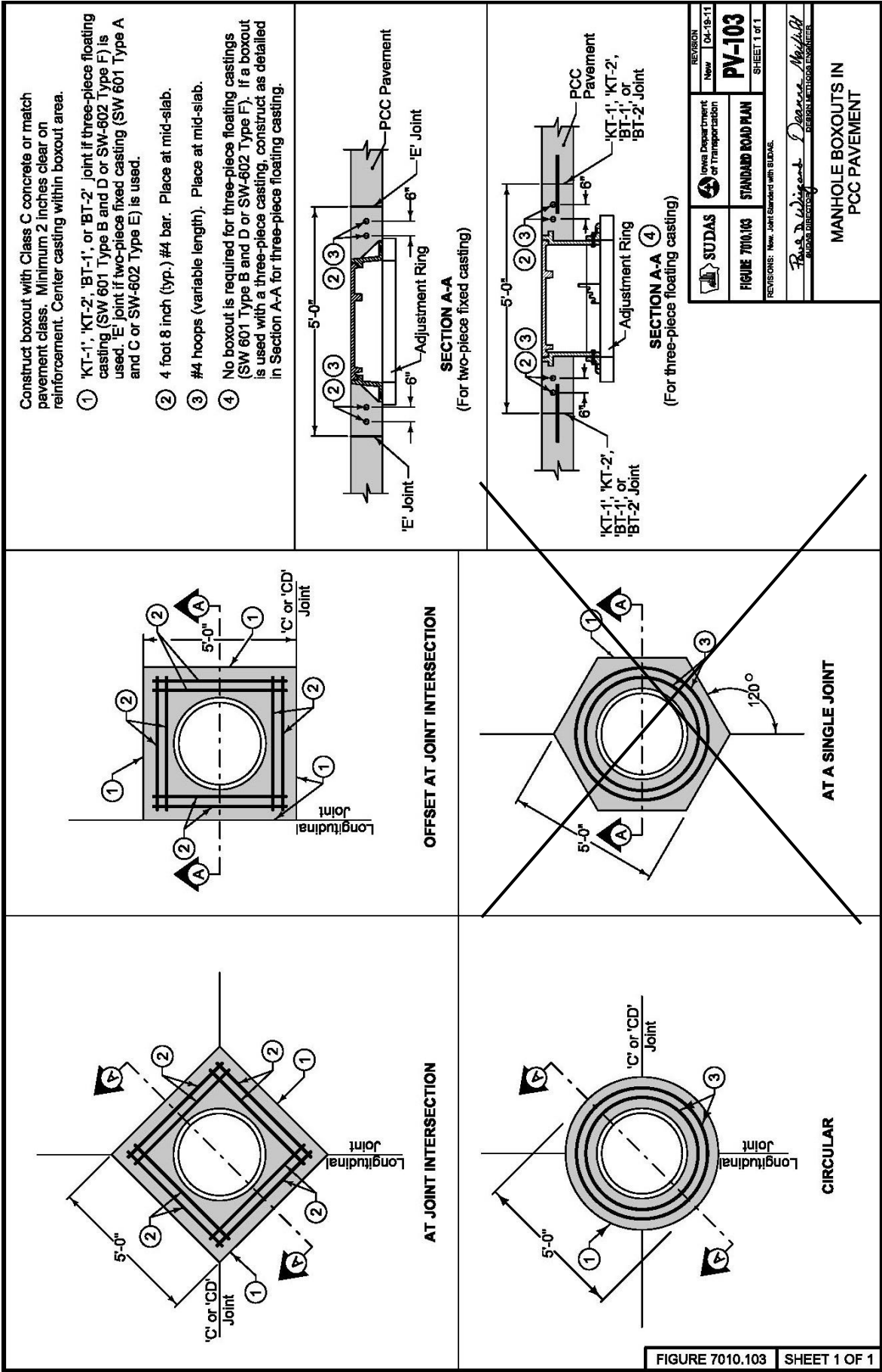
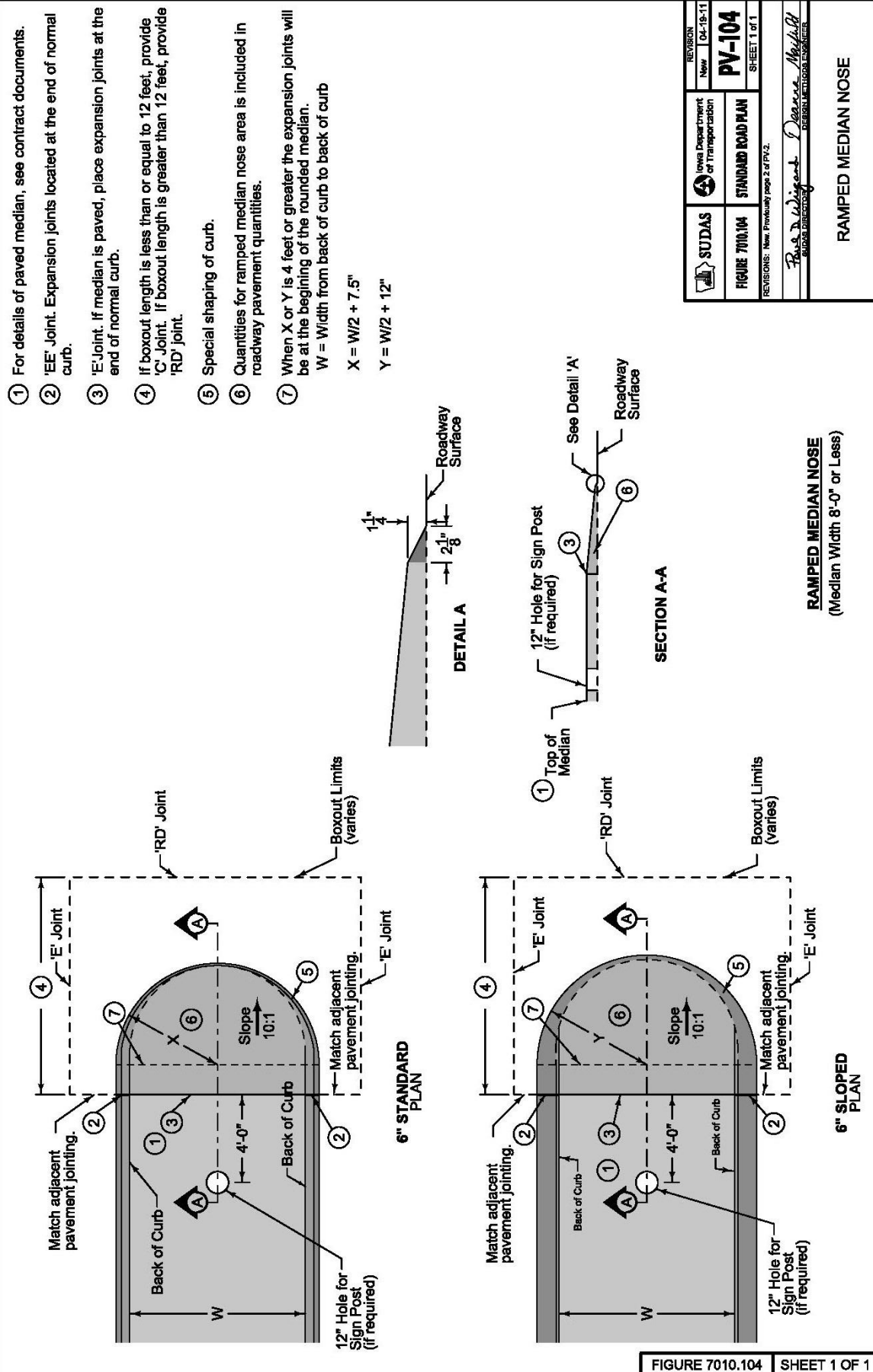


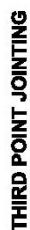
FIGURE 7010.103 SHEET 1 OF 1

HIIGH C C









| TRANSVERSE JOINT REQUIREMENTS (4) |                       |                          |  |
|-----------------------------------|-----------------------|--------------------------|--|
| Pavement Thickness                | Transverse Joint Type | Transverse Joint Spacing |  |
| 6"                                | C                     | 12'                      |  |
| 7"                                | C                     | 15'                      |  |
| 8"                                | CD (5)                | 15'                      |  |
| 9"                                | CD (5)                | 15'                      |  |
| ≥10"                              | CD (5)                | 20'                      |  |



**SUDAS**

7010.901

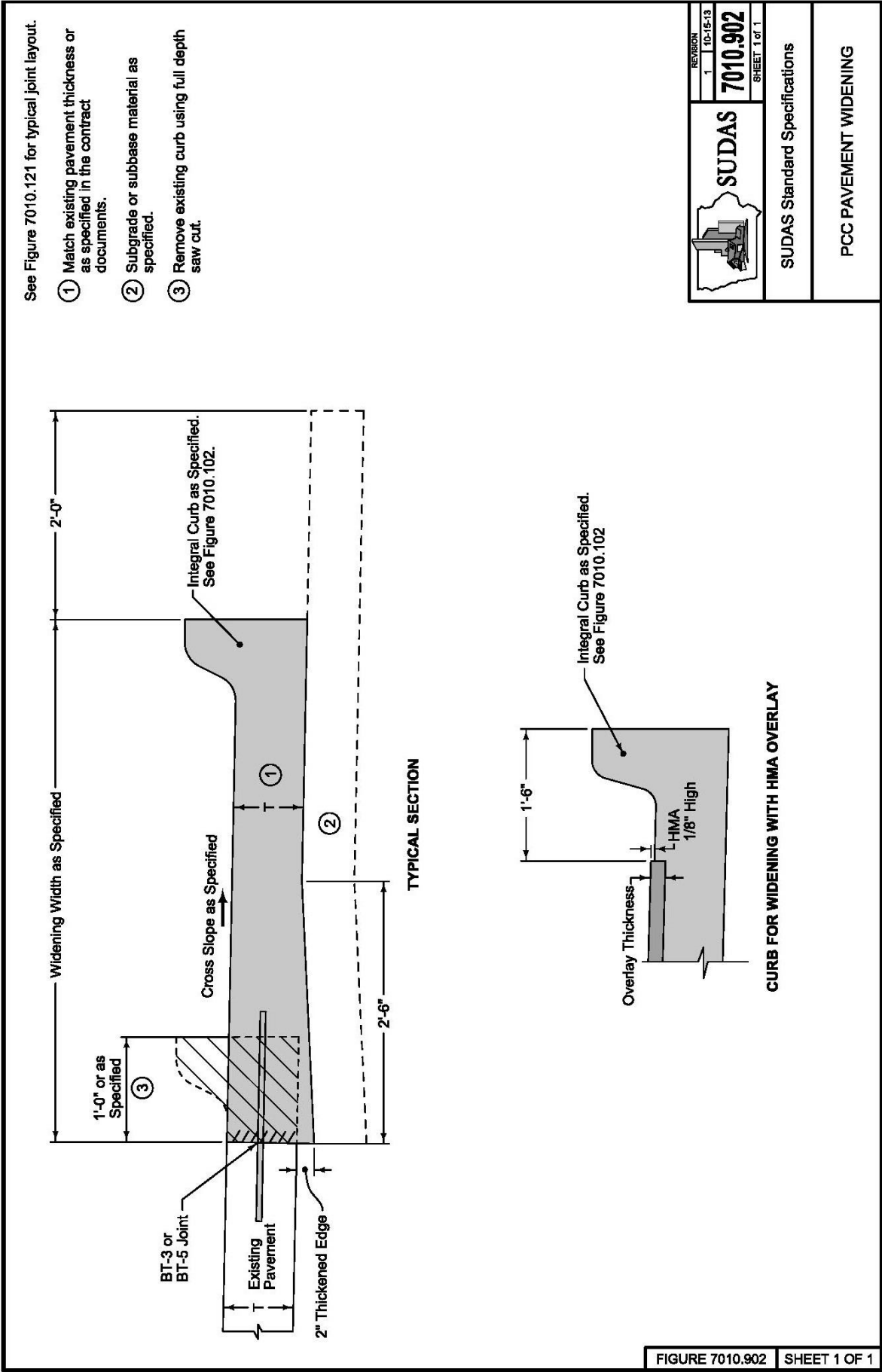
SHEET 1 of 1

## SUDAS Standard Specifications

## PCC PAVEMENT JOINTING

- ① 6 Inch standard curb.
- ② BT, KT, or L joint depending on pavement thickness and construction staging.
- ③ Subbase or subgrade as specified.
- ④ Unless otherwise specified in the contract documents.
- ⑤ No dowels within 24" of the back of curb. With gutterline joint, place first dowel 6 inches from the joint. See Figure 7070.101, Sheet 8.

FIGURE 7010.901 SHEET 1 OF 1



- ① Tie reinforcing bars with wire at all intersections with other bars. Lap reinforcing bars a minimum of 12 inches when necessary and tie securely.
- ② 5 foot 2 inch (typ.) #5 bar or pavement length minus 4 inches, at 12 inches on center.
- ③ #5 bars X (approach width minus 4 inches).
- ④ Install 6 inch perforated CMP subdrain, if specified. Include rodent guard per Iowa DOT Materials I.M. 443.01.
- ⑤ Granular subbase, modified subbase, or ballast meeting railroad specifications.
- ⑥ For new crossings, construct pavement 1/2 inch to 1 inch below top of rail. For existing crossings, construct pavement level to 1/2 inch below top of rail.
- ⑦ HMA full depth patch per Section 7040.
- ⑧ Refer to Figure 7030.205 for detectable warning location.

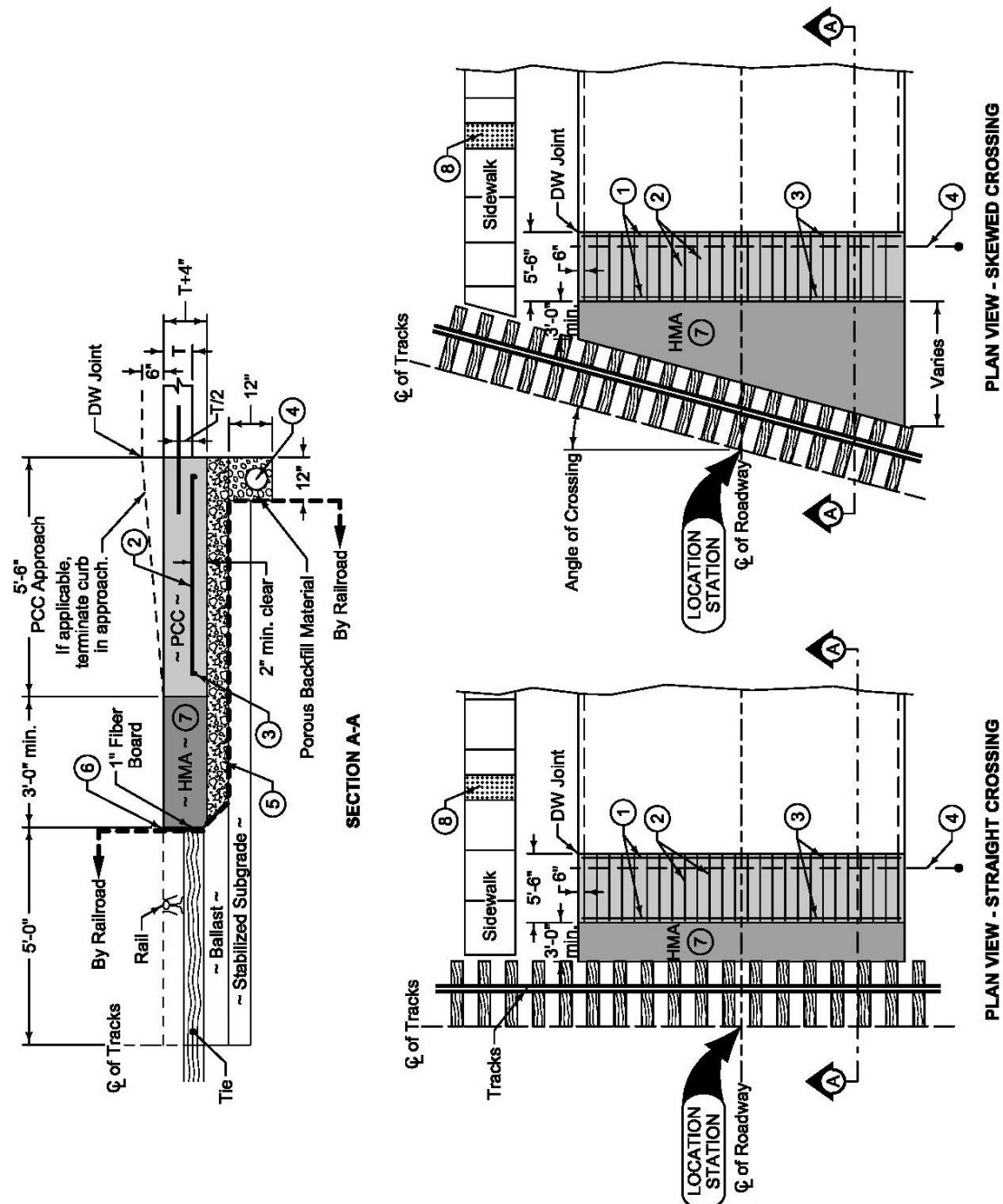
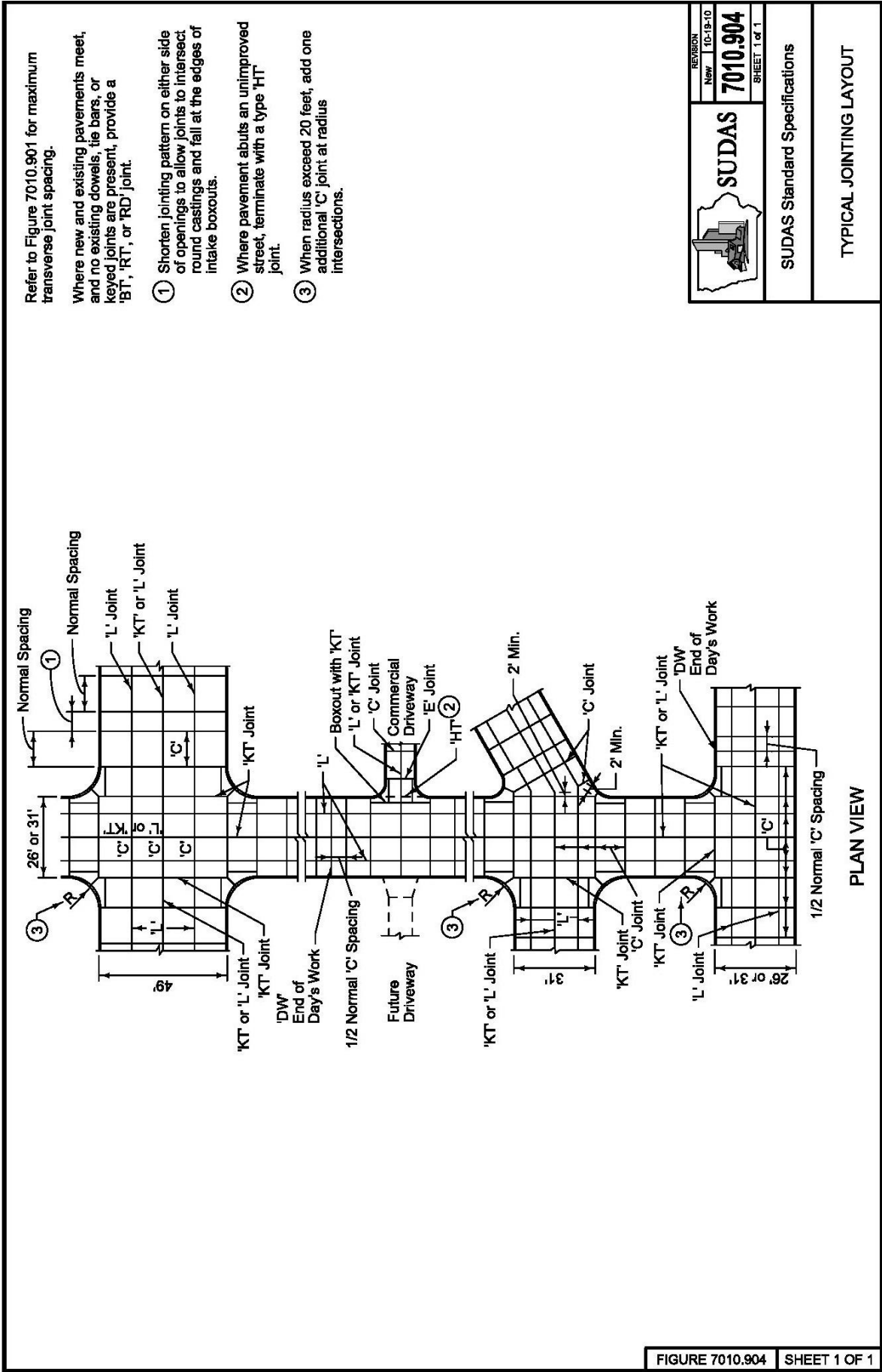
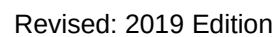
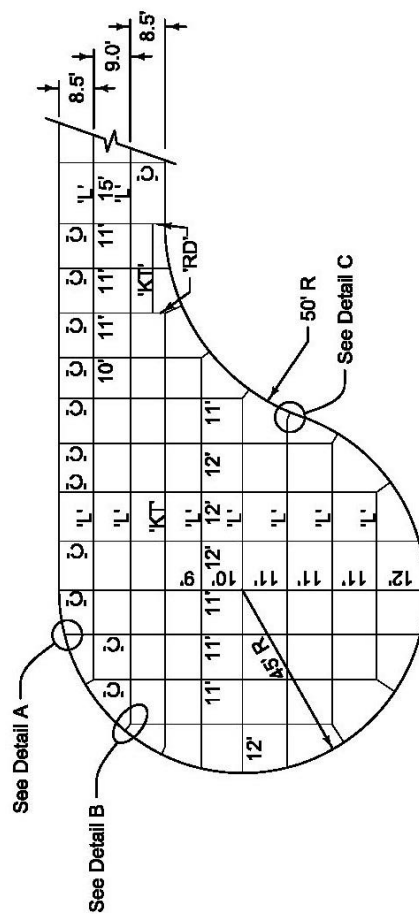


FIGURE 7010.903 SHEET 1 OF 1



|                                                                                                  |              |          |
|--------------------------------------------------------------------------------------------------|--------------|----------|
|  <b>SUDAS</b> | REVISION     | 7010.904 |
|                                                                                                  | New 10-18-10 |          |
| SHEET 1 OF 1                                                                                     |              |          |
| SUDAS Standard Specifications                                                                    |              |          |
| TYPICAL JOINTING LAYOUT                                                                          |              |          |



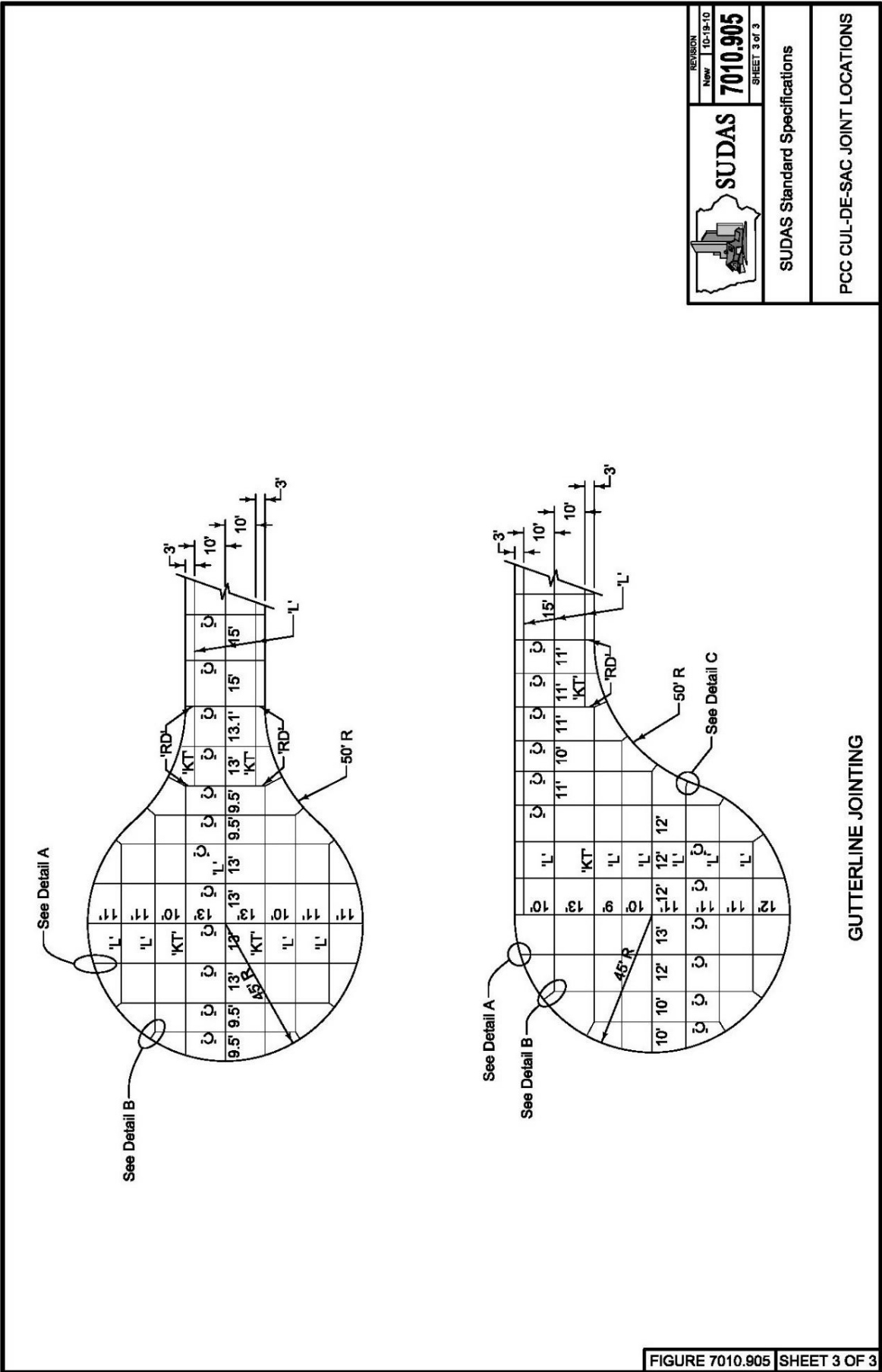


### THIRD POINT JOINTING

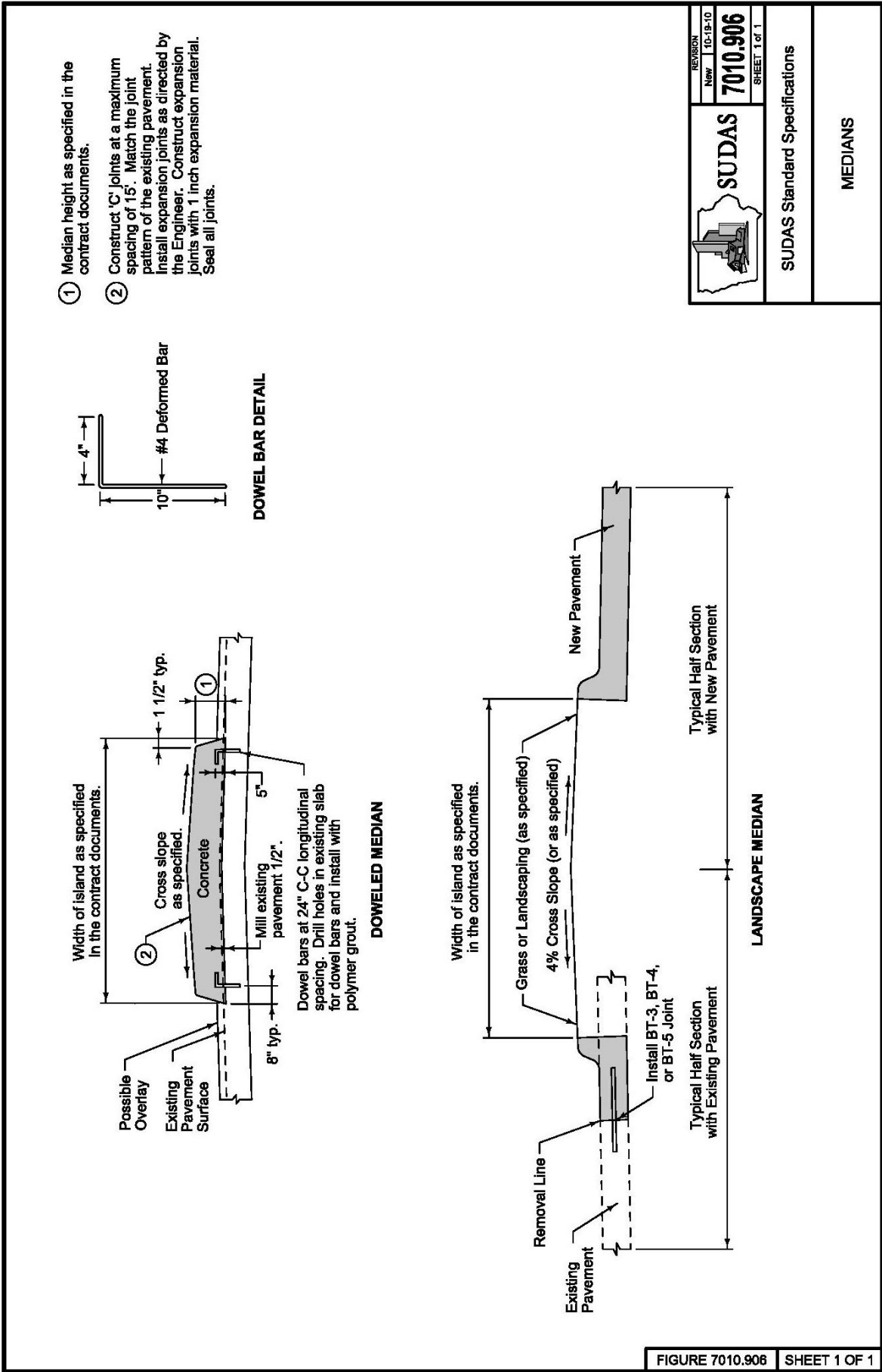
|                                                                                                     |                 |          |
|-----------------------------------------------------------------------------------------------------|-----------------|----------|
| <br><b>SUDAS</b> | REVISION        |          |
|                                                                                                     | New             | 10-18-10 |
|                                                                                                     | <b>7010.905</b> |          |
| SHEET 2 of 3                                                                                        |                 |          |

## SUDAS Standard Specifications

## PCC CUL-DE-SAC JOINT LOCATIONS







## SECTION 7040 - PAVEMENT REHABILITATION

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Full and Partial Depth PCC Patches
- B. Full and Partial Depth HMA Patches
- C. Full Depth Composite Patches
- D. Diamond Grinding
- E. Milling
- F. Cleaning and Filling Joints and Cracks
- G. Curb and Gutter Replacement
- H. Dowel Bar Retrofit

#### **1.02 DESCRIPTION OF WORK**

- A. Construct full depth PCC, HMA, and composite patches.
- B. Construct partial depth PCC and HMA patches.
- C. Grind existing PCC pavement surface for profile improvement using a diamond grinder.
- D. Mill the surface of HMA or PCC pavement to improve the surface profile and cross-section in preparation for resurfacing.
- E. Clean and fill longitudinal and transverse joints and random cracks in PCC and HMA pavement.
- F. Remove existing pavement and curb and gutter.
- G. Install epoxy coated dowel bars on transverse joints and cracks.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. PCC mix design.
- C. HMA mix design.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

**1.05 DELIVERY, STORAGE, HANDLING, AND SALVAGING**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. PCC: See Section 7010.
- C. HMA: See Section 7020.

**1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

**1.07 SPECIAL REQUIREMENTS**

None.

**1.08 MEASUREMENT AND PAYMENT**

- A. Full Depth Patches
  - 1. Measurement: Measurement will be in square yards for each type of full depth patch. Patches less than 2 square yards in area will be considered 2 square yards.
  - 2. Payment: Payment will be made at the unit price per square yard for each type of full depth patch.
  - 3. Includes: Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement and reinforcing; restoring the subgrade; furnishing and installing tie bars and dowel bars; furnishing and placing the patch material, including the asphalt binder and tack coat; forming and constructing integral curb; surface curing and pavement protection; joint sawing and filling; and placing backfill and restoring disturbed surfaces.
- B. Subbase Over-excavation:
  - 1. Measurement: Measurement will be in tons of subbase material placed for authorized over-excavation. Measurement for geogrid shall be per 2010.1.08.H.
  - 2. Payment: Payment will be made at the unit price per ton of subbase material. Payment for geogrid shall be per 2010.1.08.H.
  - 3. Includes: Unit price includes, but is not limited to, removal of existing subbase or subgrade, disposal of materials removed, furnishing and placing subbase material, and any additional excavation required for subbase placement.
- C. Partial Depth Patches:
  - 1. Measurement: Measurement will be in square feet for each type of partial depth patch. Patches less than 1 square foot in area will be considered 1 square foot.
  - 2. Payment: Payment will be made at the unit price per square foot for each type of partial depth patch.

3. Includes: Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement; furnishing tack coat or bonding agent; furnishing and placing the patch material; curing; joint filling (PCC patches only); placing backfill; and restoring disturbed surfaces.
  4. Extra Payment: When partial depth patches are constructed to full depth at the direction of the Engineer, payment will be at 2 times the unit price per square foot for each type of partial depth patch.
- D. Crack and Joint Cleaning and Filling, Hot Pour:
1. Measurement: Measurement will be in linear feet measured along the cracks or joints.
  2. Payment: Payment will be made at the unit price per linear foot of crack and joint cleaning and filling.
  3. Includes: Unit price includes, but is not limited to, furnishing crack and joint filler material and routing, sawing, cleaning, and filling joints or cracks.
- E. Crack Cleaning and Filling, Emulsion:
1. Crack Cleaning and Filling, Emulsion:
    - a. Measurement: Measurement will be in linear feet measured along the cracks. Map cracked areas will not be measured.
    - b. Payment: Payment will be made at the unit price per linear foot of crack cleaning and filling.
    - c. Includes: Unit price includes, but is not limited to, furnishing emulsified crack filler material, cleaning cracks, placing soil sterilant, and filling cracks.
  2. Hot Mix Asphalt for Crack Filling:
    - a. Measurement: Measurement will be in tons of HMA used for filling cracks greater than 1 inch. Quantity will be based upon scale tickets. Mixture not used in the work will be deducted based upon scaled weights.
    - b. Payment: Payment will be made at the unit price per ton for HMA used in filling cracks over 1 inch.
    - c. Includes: Unit price includes, but is not limited to, cleaning, applying tack coat, and furnishing and placing HMA for crack filling.
- F. Diamond Grinding:
1. Measurement: Measurement will be in square yards for the area of diamond grinding.
  2. Payment: Payment will be made at the unit price per square yard of diamond grinding.
  3. Includes: Unit price includes, but is not limited to, diamond grinding pavement, testing for smoothness according to the contract documents, and removal of slurry and residue from the project site.

**G. Milling:**

1. Measurement: Measurement will be in square yards for the area of milling.
2. Payment: Payment will be made at the unit price per square yard of milling.
3. Includes: Unit price includes, but is not limited to, milling pavement; furnishing water; and salvaging, stockpiling, and removing cuttings and debris.

**H. Pavement Removal:**

1. Measurement: Measurement will be in square yards. No deduction in area will be made for manholes, storm sewer intakes, valve boxes, or other structures less than 2 square yards in area. Pavement removal for patching is included as part of the patching item and will not be measured separately.
2. Payment: Payment will be made at the unit price per square yard.
3. Includes: Unit price includes, but is not limited to, sawing, breaking, removing, and disposing of existing pavement and reinforcing steel.

**I. Curb and Gutter Removal:**

1. Measurement: Measurement will be in linear feet measured along the back of curb.
2. Payment: Payment will be made at the unit price per linear foot of curb and gutter removed.
3. Includes: Unit price includes, but is not limited to, sawing, breaking, removing, and disposing of existing curb and gutter.

**J. Dowel Bar Retrofit:**

1. Measurement: Measurement will be by count of the number of dowel bars satisfactorily placed.
2. Payment: Payment will be made at the contract unit price per bar.
3. Includes: Unit price includes, but is not limited to, cutting the slots, preparing the slots, placing and grouting the bars, and curing the surface.

**K. Sampling and Testing:** Required sampling and testing for pavement repair and rehabilitation work is incidental to other project costs and will not be paid for separately.**PART 2 -PRODUCTS****2.01 MATERIALS****A. PCC:**

1. Standard Patching: Use Class C mix complying with Section 7010. Comply with Iowa DOT Materials I.M. 401. Construct all patches as standard patches unless otherwise specified in the contract documents.

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless ~~otherwise specified in the contract documents~~ approved by the City Engineer.
3. Partial Depth Patching: Use a coarse aggregate in concrete mix complying with Iowa DOT Article 4109.02, Gradation No. 5 in the Aggregate Gradation Table.
- B. HMA: Provide a minimum Low Traffic (LT) mixture complying with Section 7020, unless otherwise specified in the contract documents. Provide mixture with an asphalt binder meeting or exceeding PG 58-28S.
- C. Crack and Joint Filler Material:
  1. Hot Pour Crack and Joint Filler: Comply with Iowa DOT Section 4136.
  2. Emulsified Asphalt Crack Filler: Provide CRS-2 or CRS-2P emulsions complying with Iowa DOT Section 4140.
  3. HMA for Filling Cracks:
    - a. Provide a 3/4 inch, 1/2 inch, or 3/8 inch HMA mixture complying with Section 7020, or a similar mixture from a commercial source subject to approval from the Engineer.
    - b. Upon approval of the Engineer, a high performance bituminous cold premix may be used, depending on the availability of the specified hot mix asphalt.
  4. Blotting Material: Provide sand complying with Iowa DOT Sections 4124 or 4125, or similar sand approved by the Engineer.
  5. Soil Sterilant: Provide soil sterilant as specified in the contract documents.
- D. Primer or Tack Coat Bitumen: Comply with Iowa DOT Article 2303.02.
- E. Epoxy for Bonding Dowel and Tie Bars: Comply with Iowa DOT Materials I.M. 491.11.
- F. Tie Bars and Dowel Bars: Provide epoxy coated bars complying with Iowa DOT Section 4151.
- G. Subbase Material: Unless otherwise specified in the contract documents, ~~use modified subbase complying with Section 2010.~~ See MS-4 Pavement Restoration for Subbase requirements.
- H. Liquid Curing Compound: Comply with Iowa DOT Section 4105.
- I. Sand-cement Grout: Provide a sand-cement grout mixture with a ratio of one part water to one part sand and two parts cement.
- J. Preformed Compression Relief Material: Provide 1/4 inch polystyrene, 1/4 inch polyethylene, 1/4 inch Styrofoam, or 3/16 inch waxed coated cardboard.
- K. Epoxy Coated Dowel Bars: Comply with Figure 7010.101 and Iowa DOT Section 4151 for the length and diameter specified. Uniformly coat dowel bars with approved bond breaker according to Iowa DOT Article 4151.02, B. Include tight

fitting nonmetallic end caps that allow a minimum of 1/4 inch movement at each end.

- L. Dowel Chairs: Prevent movement of the dowel bar during grout placement with epoxy coated or nonmetallic dowel chair devices which provide a minimum clearance of 1/2 inch between the bottom of the bar and the surface upon which the bar is placed and also between the bar and the end walls of the slot.
- M. Caulking Filler: Any commercial caulk designed as a concrete sealant that is compatible with the grout material being used.
- N. Foam Core Inserts: Provide 3/8 inch  $\pm$  1/8 inch thick closed cell foam core board filler faced with film, foil, or poster board material on both sides.
- O. Rapid Set Patch Material: Provide a shrinkage compensated rapid set patch material meeting Iowa DOT Materials I.M. 491.20 and the following strength requirements:
  - 1. 3 hour minimum compressive strength of 3,000 psi according to ASTM C 39.
  - 2. 24 hour minimum compressive strength of 5,000 psi according to ASTM C 39.
  - 3. 24 hour bond to dry PCC strength of 1,000 psi according to ASTM C 882.
- P. Extend rapid set patch material according to the manufacturer's recommendations using pea gravel meeting Iowa DOT Section 4112 and the following gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 1/2 inch   | 100             |
| 3/8 inch   | 85 to 100       |
| No. 8      | 0 to 8          |

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Conduct all operations to minimize inconvenience to traffic. Confine operations to one traffic lane, unless the road is to be closed to traffic. Minor encroachment into the adjacent lane, such as for sawing and installing forms, will be acceptable with the use of a flagger according to MUTCD.
- B. Do not remove pavement for either full depth or partial depth patching unless the patch can be completed before the end of the working day.
- C. Construct full depth and partial depth patches to the dimensions specified in the contract documents or as marked by the Engineer in the field. Construct all full depth patches to full panel width.
- D. Make saw cuts parallel or perpendicular to the centerline.
- E. Remove and dispose of materials not designated for salvage.
- F. Restore the area outside the pavement by placing and compacting backfill material, placing topsoil, and sodding or seeding as specified in the contract documents.

### 3.02 FULL DEPTH PATCHING

#### A. Pavement Removal:

1. Saw pavement to full depth at the edges of the patch. A second saw cut, 2 inches inside the initial saw cut, may be required to prevent damage to adjacent pavement.
2. Do not damage pavement that is to remain. Do not use heavy equipment adjacent to new concrete until the opening strength is achieved.

#### B. Restoring Subgrade or Subbase:

1. Excavate 12 to 18 inches below the bottom of the existing pavement. ~~If more than 2 inches is excavated,~~ Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to a level 2 inches below the bottom of the existing pavement. Correct unauthorized over excavation at no additional cost to the Contracting Authority.
2. Compact the exposed subgrade or subbase by a minimum of four complete passes with a plate-type vibratory compactor with a minimum force rating of 3,500 pounds.
3. When unstable material or excessive moisture is encountered, the Engineer may order removal and replacement of the unstable material.
4. Remove existing unstable subgrade or subbase, or both, to the depth directed by the Engineer.
5. Place and compact new subbase material as required to bring the subbase to a level 2 inches below the bottom of the existing pavement.

#### C. Placing PCC Patches:

1. Equipment: Comply with Iowa DOT Article 2301.03, A, specifications on equipment for standard concrete pavement.
2. Tie Bars and Dowel Bars: Comply with Section 7010, Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.
  - a. When there is a common line between two adjacent patches, a bent bar may be placed in a keyway and later straightened.
  - b. Coat dowel bars extending into the patch area with a bond breaker. Do not coat tie bars.
3. Forms: Comply with Section 7010, 3.02, D, as well as the following.
  - a. Use forms on all exposed edges and along the centerline for patches that extend into an adjacent lane, unless full pavement width patches are constructed.
  - b. Rigid wood forms may be used in lieu of steel. Wood forms must be full-depth of pavement thickness.



4. Placing, Consolidation, and Finishing the Concrete:
    - a. Moisten the subbase or subgrade.
    - b. Except for preplanned joints, place the patch continuously until the patch is completed.
    - c. When a delay of 45 minutes cannot be avoided, construct a day's work ('DW') joint.
    - d. Carefully place concrete into the patch area to avoid segregation; spread into place and consolidate with a mechanical vibrator. Place full lane width patches over 25 feet in length with a suitable finishing machine that has at least one vibrating screed. Avoid excessive vibrating.
    - e. Finish patches per Section 7010, 3.02, H.
    - f. For joints with tie bars, tool the edge. For joints with dowel bars, saw to a depth of approximately 1 1/8 inch, leaving an opening of at least 3/8 inch in width to provide a reservoir for joint filler.
    - g. Texture the patch to match the adjacent surface.
  5. Curing: Comply with Section 7010, 3.02, I. Cure the concrete, including exposed vertical edges, immediately after the concrete has been finished and the surface water has evaporated.
  6. Joints: Construct and fill joints according to Section 7010, 3.02. Place joints at locations specified in the contract documents.
  7. Pavement Protection: Comply with Section 7010, 3.04.
  8. Use of Pavement: Comply with opening strength requirements of Section 7010, 3.05. Maturity testing is not required.
  9. Depth: The PCC pavement will be a minimum of 7" for composite patches and 8" for PCC patches.
- D. Placing HMA Patches:
1. Use equipment complying with Iowa DOT Article 2303.03. Use of a paving machine is not required.
  2. Apply tack coat to the vertical edges of the remaining pavement at a rate of 0.10 to 0.15 gallons per square yard.
  3. Place HMA patch mixture in lifts that will not exceed 3 inches in thickness after compaction, with the top lift not exceeding 2 inches in thickness when compacted.
  4. Compact each lift while hot by rolling or compacting with a vibratory compactor. Subsequent lifts may be placed as soon as the preceding lift has been properly compacted.
  5. Smooth the final lift with a steel-tired finish roller. Ensure the final compacted surface is level with, or no more than 1/8 inch above, the adjacent pavement and has a smooth riding surface. If the patch becomes distorted for any

reason, smooth the surface by blading, scraping, grinding, filling, or other approved means.

6. Do not extend patch material beyond the edge of the existing pavement; remove patch material that extends outside the patch limits.
7. Do not open to traffic until the mixture has cooled sufficiently to provide stability.

### **3.03 PARTIAL DEPTH PATCHING**

#### **A. Pavement Removal:**

1. Ensure all patches are square or rectangular in shape.
2. For removal by the saw and chip method, cut at the designated removal limits to a minimum depth of 2 inches and a maximum depth of T/2 or the top of the dowels in PCC pavement. For PCC patches, taper the sides of the removal area 30 to 60 degrees from vertical using a pneumatic hammer to eliminate the polished face.
3. Using a 15 pound maximum size pneumatic hammer, remove the deteriorated pavement down to sound pavement. A 30 pound pneumatic hammer may be used if it does not result in damage to the patch area and edges.
4. In lieu of sawing and removal with a pneumatic hammer, the designated patch area may be milled to the prescribed depth. Milling equipment must provide tapered edges 30 to 60 degrees from vertical for PCC patches. Chip out secondary spalling resulting from milling at no additional cost to the Contracting Authority.
5. Remove pavement to the appropriate depth. Do not damage steel reinforcement during the removal process on PCC pavements. Damaged steel will be the responsibility of the contractor. If the end of a dowel bar is exposed, cut and remove the bar. Place duct tape, form oil, grease or use other method approved by the Engineer as a bond breaker on dowels not removed. If the required depth to sound pavement exceeds the maximum T/2 removal depth, construct a full depth patch.

#### **B. PCC Patch Placement:**

1. Clean removal area by sandblasting or water blasting, followed by air blasting, until the area is clean and dry. Ensure the compressed air used for cleaning is oil and moisture free. Place concrete the same day as cleaning.
2. Install preformed compression relief material in joints or cracks or tool the joint in the plastic concrete. Use material equal in width to the adjacent joint or crack at the patch boundary. For wide openings, use multiple thicknesses. Compression relief material is to extend at a minimum of 1/4 inch below the bottom of the patch so as to completely separate all patching material on both sides and 3 inches beyond the patch boundaries. If tooling of the joint is

specified, complete a relief saw cut to the full depth of the patch plus 1/4 inch as soon as the concrete has reached proper set.

3. Thoroughly coat the bottom and sides of the patch area with a cement grout immediately prior to placement of concrete. Do not allow grout to set prior to placement of concrete. Remove grout set by sandblasting and reapply.
4. Deposit concrete in the patch; finish patch from the center outward. Ensure concrete does not infiltrate into existing cracks or joints.
5. Apply joint filler material to expansion joints. At the interface between the patch and the slab, apply sand-cement grout to fill and seal the edge.
6. Texture the patch similar to the adjacent surface.
7. Cure patch according to Section 7040, 3.02.
8. Fill joints according to Section 7040, 3.06. Complete filling within 5 calendar days after patch is placed.

C. HMA Patch Placement:

1. Clean removal area by air blasting until the area is clean and dry. Ensure the compressed air used for cleaning is moisture free.
2. Cover the entire removal area with tack coat at a rate of 0.10 to 0.15 gallons per square yard.
3. Place HMA patch mixture in lifts that will not exceed 3 inches in thickness after compaction, with the top lift not exceeding 2 inches in thickness when compacted.
4. Compact each lift while hot by rolling with an adequately weighted pneumatic tire roller or by tamping with a mechanical tamper. Succeeding lifts may be placed as soon as the preceding lift has been properly compacted.
5. Smooth the final lift with a steel-tired finish roller. Ensure the final compacted surface is level with, or no more than 1/8 inch above, the adjacent pavement and has a smooth riding surface. If the patch becomes distorted for any reason, smooth the surface by blading, scraping, grinding, filling, or other approved means.
6. Do not open to traffic until the mixture has cooled sufficiently to provide stability.

### **3.04 DIAMOND GRINDING**

- A. Use equipment complying with Iowa DOT Article 2532.03, A.
- B. Grind and texture the entire surface of the pavement parallel to the centerline until the pavement surface on both sides of transverse joints and all cracks are in the same plane with no greater than 1/16 inch difference between adjacent sides of joints and cracks and the pavement surface meets the required smoothness. Feather grind into existing structures such as manholes and water valves in a manner that eliminates abrupt edges or drops and provides a uniform texture.

- C. Ensure the ground surface is of uniform texture. In each lane, ensure at least 95% of the area in each 100 foot section has a newly textured surface. Depressed pavement areas due to subsidence or other localized causes and areas containing feathering due to pavement structures will be exempted from texturing requirements.
- D. Except at joints and cracks, ensure grinding depth does not exceed 1/2 inch. At joints and cracks, ensure grinding depth does not exceed 3/4 inch.
- E. For multiple passes, ensure overlaps do not exceed 1 inch. Begin at the crown of the roadway, proceeding toward the pavement edge with each subsequent pass. Ensure each subsequent pass is at least as deep as the previous pass in order to provide transverse drainage. All passes are to begin and end at the same station location. Ensure no unground areas are left between passes. For grinding adjacent to an unground turn lane or other pavement surface, feather smoothly from the edge of the ground surface to the unground surface leaving no more than a 1/8 inch ridge. If street surface to be ground includes a curb and gutter section, extend grinding to within 4 inches of the curb face and feather to provide proper drainage.
- F. Assemble and adjust the grinding head as necessary during the project to produce the following tolerances on pavements with the indicated coarse aggregates. Both the distance between grooves and the texture depth must be within the specified range to be in compliance. Assemble the grinding head to produce the tolerances indicated below for the type of coarse aggregate in the pavement.

|                                     | Crushed Stone                                       | Gravel/Quartzite |
|-------------------------------------|-----------------------------------------------------|------------------|
| Width of Land Area Between Grooves* | 0.090" to 0.110"                                    | 0.080" to 0.095" |
| Texture Depth**                     | Target of 1/8" with average between 1/16" and 3/16" |                  |

\*Based on an average of a minimum of ten measurements across the ground width for one pass.

\*\*Based on an average of a minimum of six measurements across the ground width for one pass.

- G. Prior to enforcement of the tolerances listed above, a test area 300 feet long and the width of the grinding head will be allowed for a new head that has been restacked, provided a surface texture in reasonable conformance with the specifications, as determined by the Engineer, is being produced.
- H. Ensure the transverse slope of the ground pavement is uniform to a degree that there are no depressions or misalignment of slope greater than 1/4 inch in 12 feet when tested by string line or straightedge placed perpendicular to the centerline.
- I. Continuously remove all slurry or residue resulting from the grinding operations with a well-maintained vacuum system and remove from the project limits. Ensure residue from grinding operations does not flow across lanes occupied by public traffic or into gutters, storm sewers, ditches, or other drainage facilities.
- J. Measure smoothness with a 10-foot straightedge. Regrind high spots to ensure no surface deviations greater than 1/8 inch remain. When profilograph testing is specified in the contract documents, comply with Iowa DOT Materials I.M. 341 and the following requirements:

1. Prior to performing any grinding work, provide a control profilogram for each lane and/or segment over 50 feet in length that is to be ground. Ensure pavement is relatively clean and free of debris prior to establishing the control profilogram.
  2. Ensure each segment of the finished ground surface has a final profile index less than or equal to 35% of the control profilogram trace or 22 inches per mile, whichever is greater, and does not include any bumps exceeding 1/2 inch in 25 feet.
  3. Depressed pavement areas due to subsidence or other localized causes and areas where the maximum cut restricts further grinding will be excluded from testing with the profilograph when approved by the Engineer.
- K. Recheck smoothness following any regrinding activities to ensure compliance with the above requirements.

### **3.05 MILLING**

- A. Use equipment complying with Iowa DOT Article 2531.03, A.
- B. Mill the entire pavement area designated to the depth specified in the contract documents. Mill in straight lines. Make sufficient passes, or cuts, such that all irregularities or high spots are eliminated.
- C. Control milling operations to provide a surface that is true within a nominal tolerance of 1/4 inch and 1/4 inch at longitudinal joints where adjacent passes meet. The profile may be inspected by checking with a 10 foot surface checker placed parallel to the centerline. Correct variations greater than 1/4 inch.
- D. Load cuttings directly into dump trucks and remove the remaining small cuttings and debris from the street. Sweep the scarified surface with a rotary broom before opening to traffic. Unless otherwise specified in the contract documents, all materials removed are property of the Contractor.
- E. Do not operate metal tracked equipment on streets, other than those being milled.
- F. Ensure excessive dust does not become airborne during construction. Additional water may be required at any time for dust control.
- G. Mill around manholes and utility valves. Correct any damage to manholes or valves by the milling operation at no additional cost to the Contracting Authority.
- H. Do not leave a vertical drop of more than 2 inches at the centerline or lane line overnight. Taper the ends of milled sections subject to traffic to provide a uniform and gradual transition.

### **3.06 CRACK AND JOINT CLEANING AND FILLING, HOT POUR**

- A. General:
  1. Use equipment complying with Iowa DOT Articles 2541.03 (HMA) and 2542.03 (PCC).

2. Rout or saw joints and cracks with an average opening of 3/8 inch or less to provide a minimum sealant reservoir of 3/8 inch wide by a nominal 1/2 inch deep.

B. Crack and Joint Cleaning:

1. Clean cracks or joints of existing joint filler material, backer rod, vegetation, dirt, and other foreign material.
2. Clean joints or cracks by air blasting or by other methods as necessary to remove debris.
3. If specified in the contract documents, clean wet sawn joints with high pressure water immediately after sawing to remove residue produced by the sawing operation.
4. When cleaned joints or cracks are contaminated before being filled, clean them again before filling.

C. Crack and Joint Filling:

1. Ensure cracks and joints are dry prior to placement of filler material.
2. Heat, handle, and apply joint filler material to the proper level as specified in the contract documents and as recommended by the manufacturer.
  - a. PCC Pavement: Do not overfill joint or crack with filler material. Immediately remove filler material placed on the pavement surface.
  - b. HMA Pavement: Slightly overfill the entire crack reservoir with filler material. Smooth with a narrow V-shaped squeegee immediately after placement of the filler material to within 1/2 inch on each side of the crack edge.
3. Place joint filler material when the pavement and ambient air temperatures are 40°F or higher. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the joint surfaces.
4. Lanes may be opened to traffic only after the filler material has set sufficiently so it will not pick up under traffic. Blotting material may be applied to the filler material, but only after the surface has set to avoid penetration of the blotting material into the filler material.

### **3.07 CRACK CLEANING AND FILLING, EMULSION**

- A. Use emulsified asphalt for filling cracks in HMA surfaces only. Do not use on PCC pavements.
- B. General:
  1. Clean cracks with either high pressure air or water equipment. Do not use water when freezing temperatures exist or are forecasted.
  2. Ensure vegetation is removed from cracks. Alternative cleaning methods may be necessary to remove vegetation.

3. When specified in the contract documents, apply a soil sterilant in crack prior to placing the filler material.
4. For filling cracks, use a hand operated wand or pouring pot, capable of placing the filler material into the crack and filling to the adjacent surface. Use a spout or nozzle small enough to place the filler material into the crack without soiling the adjacent surface.
5. Immediately after placement of the filler material, tightly spread the emulsion using a 2 inch, or less, V-shaped rubber-edged squeegee. Take proper measures to hold the filler in place and prevent runout at edge of pavement or at low areas.

C. Cracks Wider Than 1 inch:

1. Clean the cracks of loose and spalled material, sand, and other foreign debris to a depth of 3 inches using high pressure water.
2. When specified in the contract documents, utilize additional methods to clean cracks of old crack filler.
3. Blow the cleaned cracks free of water with high pressure air.
4. Lightly apply a tack coat to the crack surfaces.
5. Fill the cracks with hot mix asphalt.
  - a. Ensure mix is warm and pliable when placed.
  - b. Rod and tamp the mix into place level with the adjacent surface.
  - c. Place mixture prior to filling cracks with emulsion.
6. Place a thin application of emulsion over the hot mix asphalt and tightly spread with a squeegee.

D. Cracks 1/4 inch to 1 inch in Width:

1. Clean the cracks of loose and spalled material, sand, and other foreign debris with high pressure air or high pressure water. Clean crack down to sound material, but a depth greater than 3 inches will not be required.
2. When specified in the contract documents, utilize additional methods to clean cracks of old crack filler.
3. Fill cracks with emulsion filler material.

E. Cracks Less Than 1/4 inch in Width:

1. Clean sufficiently to remove sand and other foreign debris.
2. Fill cracks with emulsion filler material.

F. Map-cracked (Alligator) Areas:

1. Cover area with emulsion filler material.
2. Spread emulsion over area with squeegee, working emulsion into cracks. Provide a thin, smooth application.

3. Promptly cover the filler material with a light application of blotter material.

### **3.08 PAVEMENT REMOVAL**

- A. Saw full depth at pavement removal limits.
- B. Extend pavement removal limits to existing joint lines as directed by the Engineer.
- C. Protect existing pavement, beyond removal limits, from damage. Remove to a new saw line and replace, at no additional cost to the Contracting Authority, all concrete broken or damaged beyond the removal limits designated by the Engineer.

### **3.09 CURB AND GUTTER REMOVAL**

- A. Saw longitudinally along the existing gutter joint or at a location directed by Engineer. Saw transversely at the curb and gutter removal limits.
- B. Remove existing curb and gutter without damaging the existing pavement to remain.

### **3.10 DOWEL BAR RETROFIT**

- A. Cutting and Preparing Slots:
  1. Cut slots to the required width and depth with gang saw capable of cutting a minimum of three slots in each wheel path simultaneously. Multiple cuts in each slot may be required.
  2. Use 30 pound maximum pneumatic hammers operated at a 45 degree angle or less to remove concrete from the slots. Prevent damage to surrounding concrete. Smooth and level the bottom of the slots with a lightweight bush hammer.
  3. Sandblast or waterblast to clean exposed surfaces of slot and fill transverse contraction joint on the bottom and sides of the slot with caulking filler.
- B. Placing Dowel Bars:
  1. Set dowel bars at the depth shown on the plans with chair devices.
  2. Ensure dowel bars are parallel to the centerline of the pavements and to the pavement surface.
  3. Place dowel bars within 1/4 inch of required alignment.
  4. Center dowel bars over transverse joints or cracks so a minimum of 6 inches extends into adjacent panel.
  5. Cut foam core material and place at center of dowel bar so the material is flush with the pavement surface or slightly recessed and in line with the joint or crack. Maintain foam core material in vertical position, tight to the slot edges during grout placement.
- C. Grouting:
  1. Thoroughly moisten all surfaces of the slot immediately prior to filling with grout. Remove any excess water with compressed air.



2. Produce grout with a portable mixer and place immediately after mixing and before grout has attained initial set. Do not retemper grout with water.
  3. Place grout according to manufacturer's recommendations. Consolidate with hand held vibrator. If pavement is to be diamond ground place grout 1/8 inch higher than surrounding pavement. Place grout flush if the pavement is not to be ground.
  4. Thoroughly coat grout with white pigment curing compound immediately after placement.
- D. Re-establish Joints or Cracks: After grout has attained sufficient strength, re-establish joint or crack above the foam core insert within 8 hours of grout placement by means of sawing. If foam board is visible, sawing is not required.

### **3.11 MARSHALLTOWN STANDARD DETAILS**

- A. Added the following details:
1. MS-1 & MS-2 Pavement Restoration Joint Layout
  2. MS-3 Manhole Boxout Details
  3. MS-4 Pavement Restoration Details

### **3.12 DELETED SUDAS STANDARD DETAILS**

- A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long
- B. 7040.102 Full Depth PCC Patches Greater Than 15' Long

END OF SECTION



MS-2 PAVEMENT RESTORATION JOINT LAYOUT

DEPARTMENT OF PUBLIC WORKS

MARSHALLTOWN, IOWA

2 OF 4

Drawn By: JRC

Scale: 1/8" = 1'-0"

Sheet No: 1000

Project No: 7-23

Date: 6/20/19

24 N. CENTER ST., MARSHALLTOWN, IA, 50158

PH: (515) 754-5734

DEPARTMENT OF PUBLIC WORKS

The City of Marshalltown

THIS PLAN SHALL BE USED ONLY FOR THE PURPOSES OF THE PROJECT AND SHALL NOT BE USED FOR ANY OTHER PURPOSES. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY THE CITY OF MARSHALLTOWN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

### GUTTERLINE JOINTING

### THIRD POINT JOINTING

### ONE PANEL WIDTH PATCH

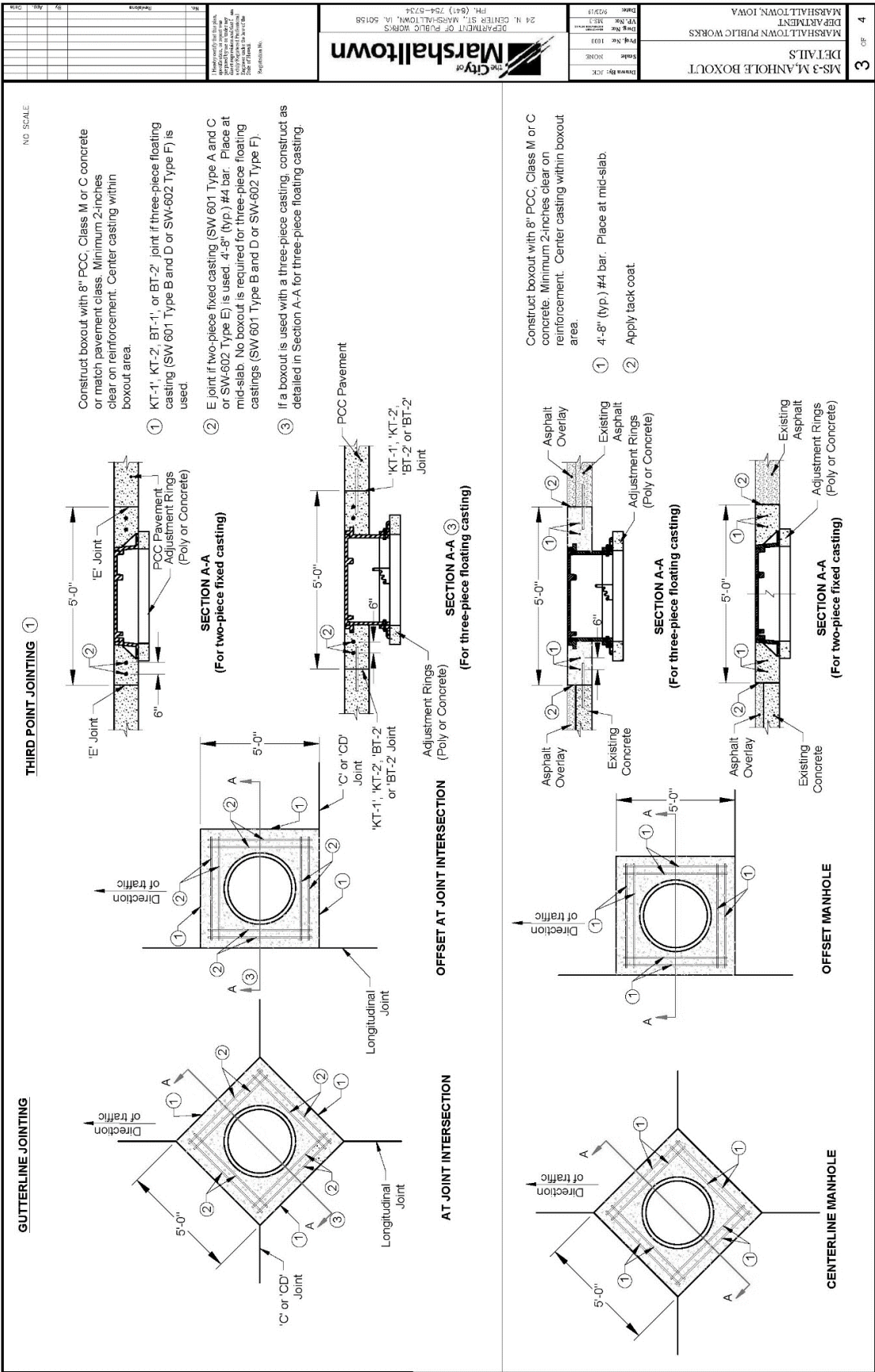
### OUTSIDE PANEL PATCH

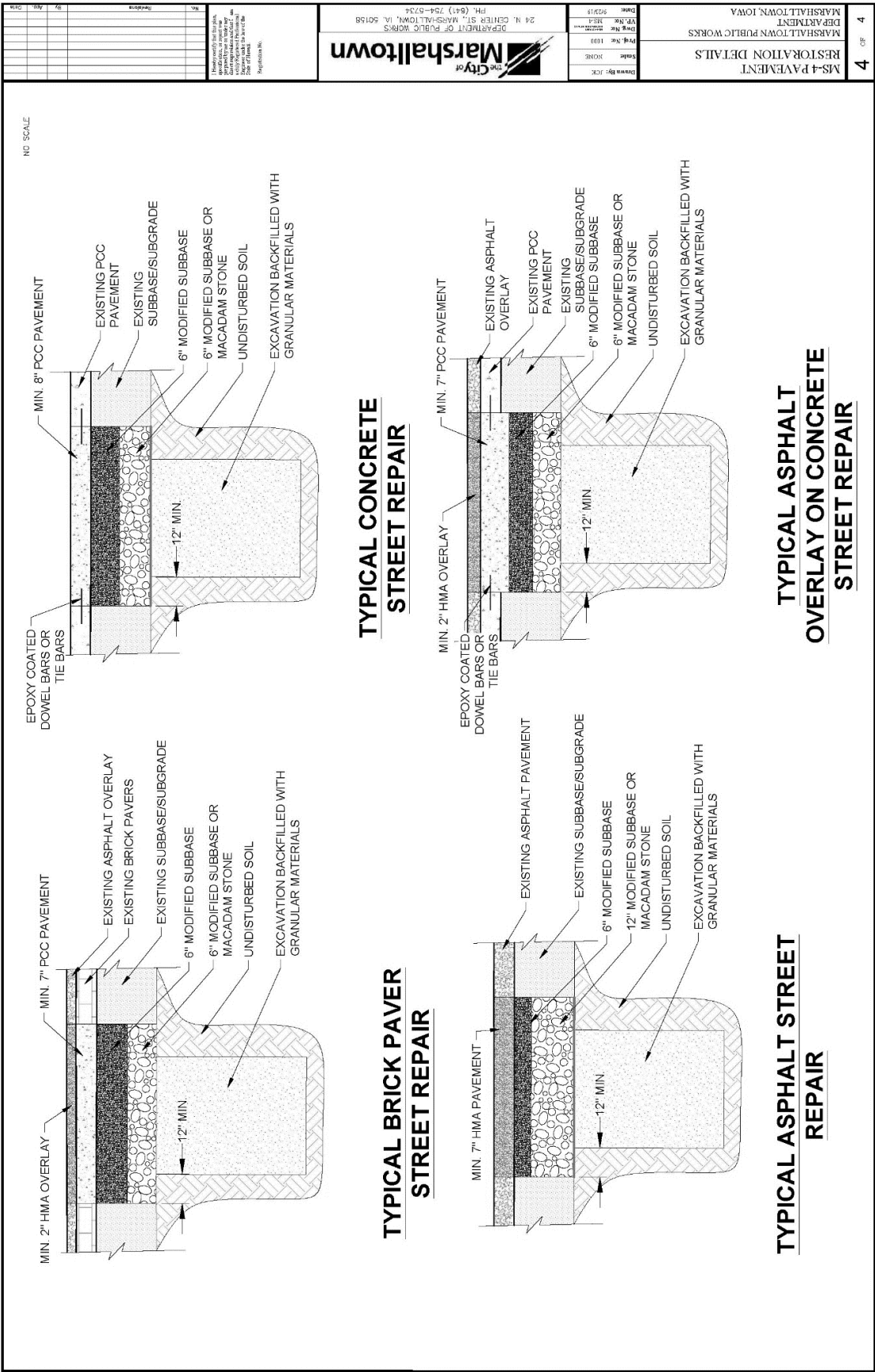
### CENTER PANEL PATCH

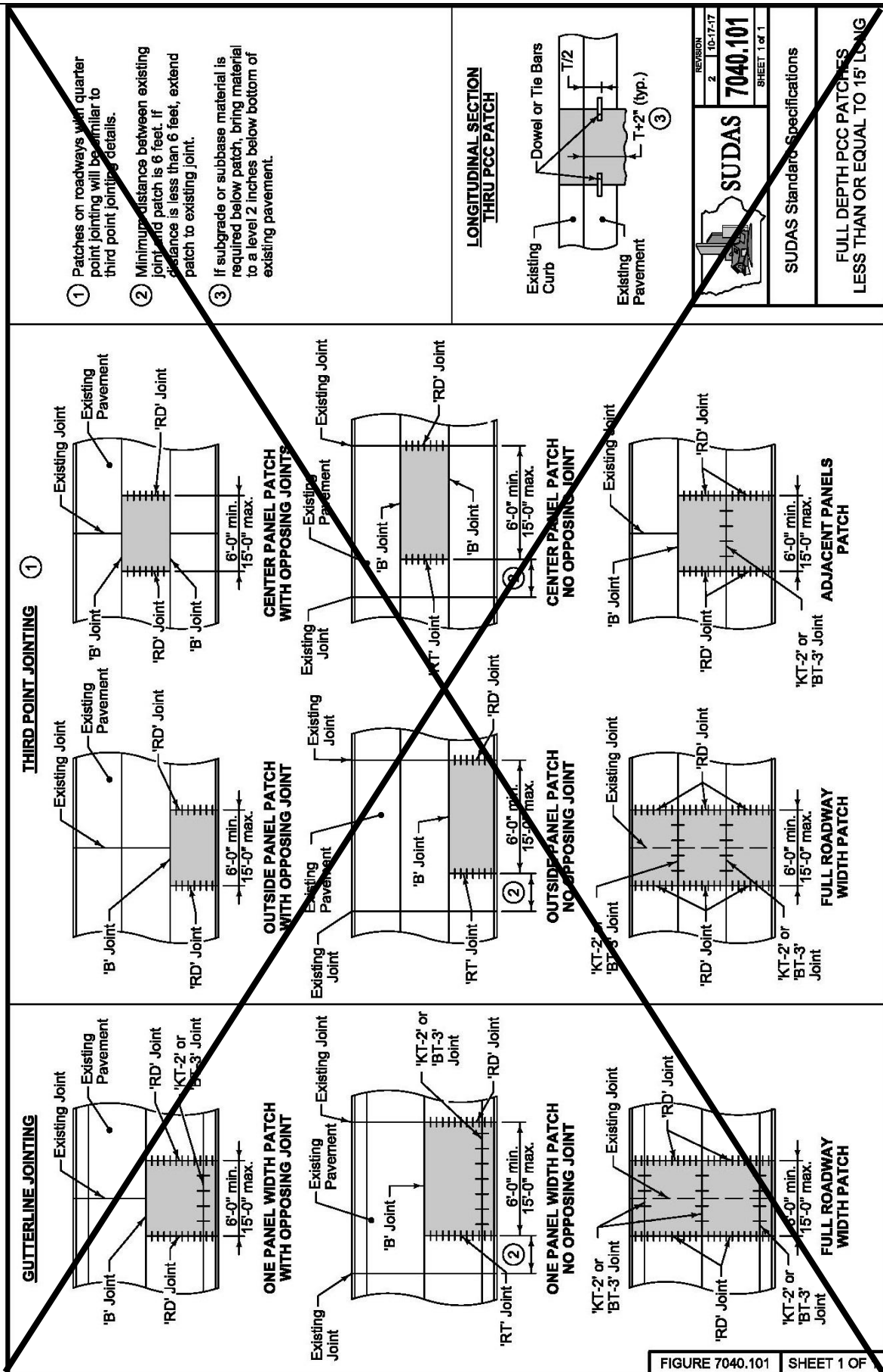
### FULL ROADWAY WIDTH PATCH

### LONGITUDINAL SECTION THRU PCC PATCH

- 1 Patches on roadways with quarter point jointing will be similar to third point jointing details.
- 2 Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint and install a RD Joint
- 3 Match existing joint type and locations.
- 4 'CD' joint is required.
- 5 If existing joint spacing is greater than 12 feet, add a 'CT' joint at mid-panel.
- 6 If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- 7 If curb is pour integral with the pavement panel, tie bars will not be required.







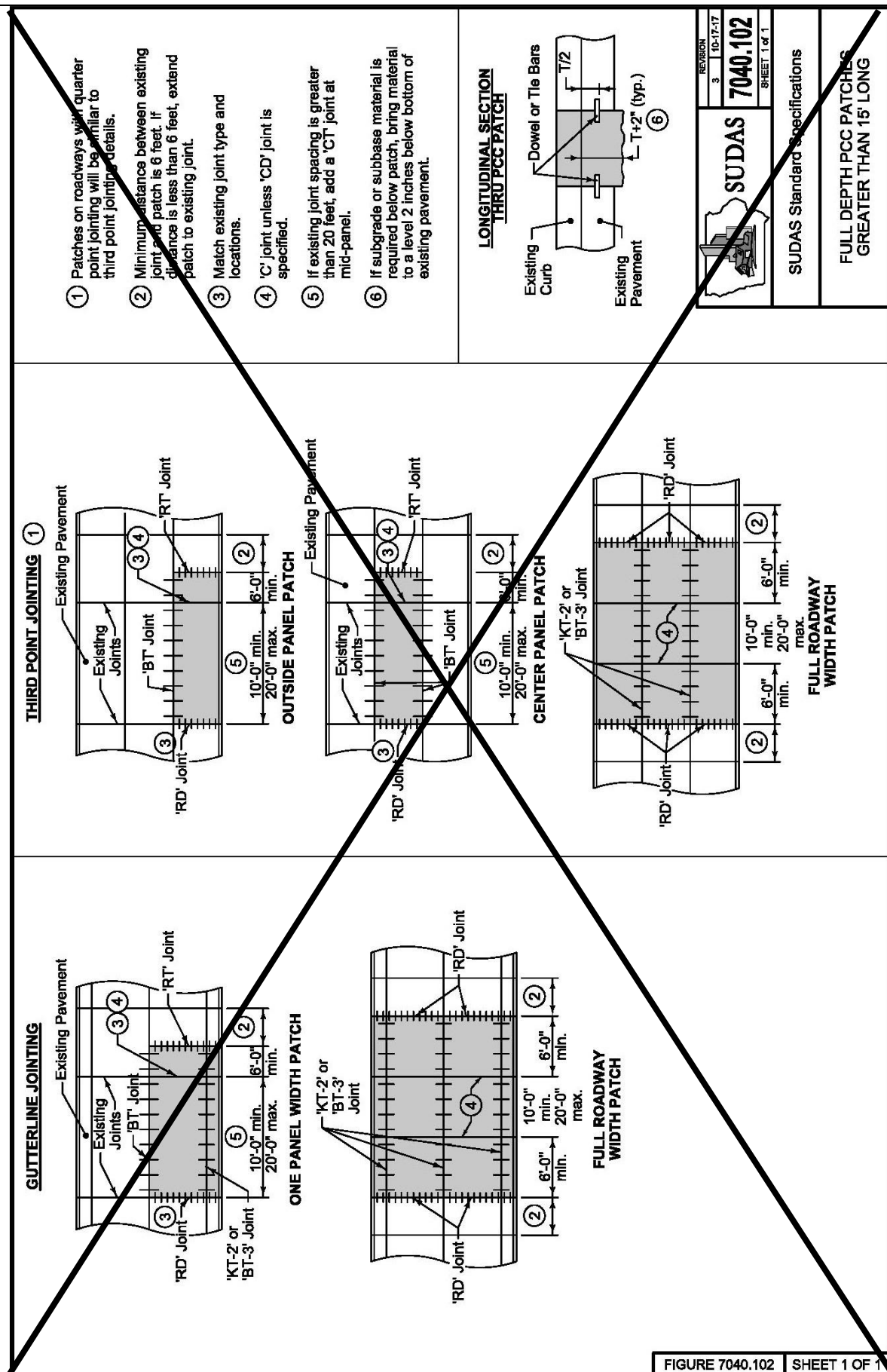
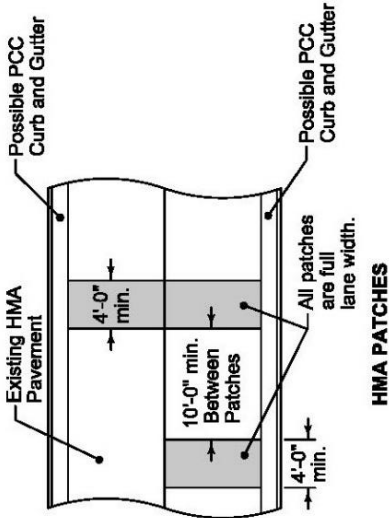
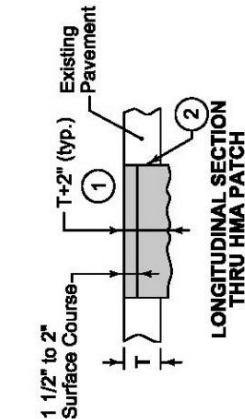


FIGURE 7040.102 SHEET 1 OF 1

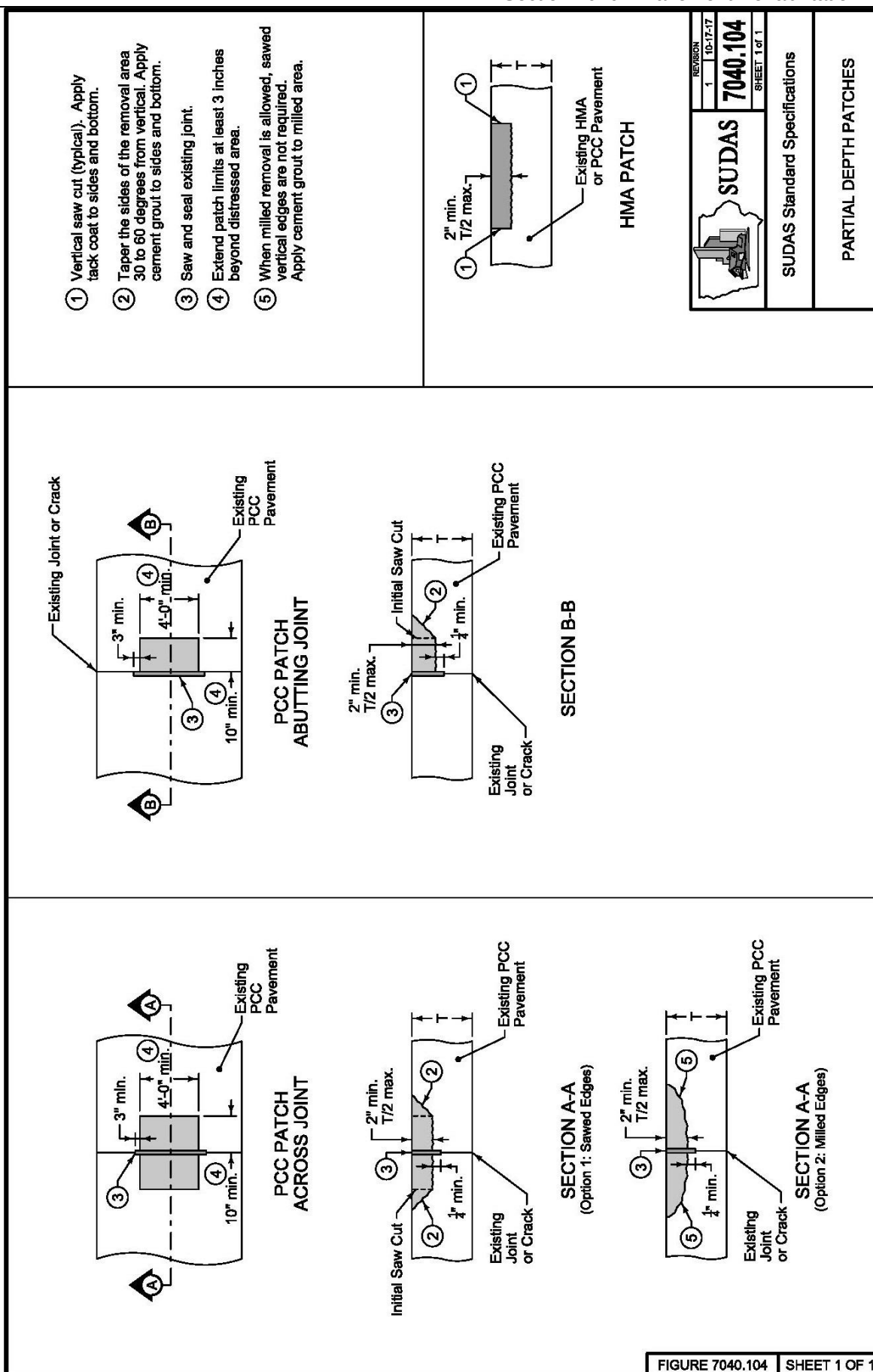
- ① If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- ② When removing pavement, saw to full depth or 10 inches, whichever is less.



|                                                                                     |              |   |          |
|-------------------------------------------------------------------------------------|--------------|---|----------|
|  | REVISION     | 2 | 10-17-17 |
|                                                                                     | 7040.103     |   |          |
|                                                                                     | SHEET 1 of 1 |   |          |
| SUDAS Standard Specifications                                                       |              |   |          |
| FULL DEPTH HMA PATCHES                                                              |              |   |          |

FIGURE 7040.103 SHEET 1 OF 1





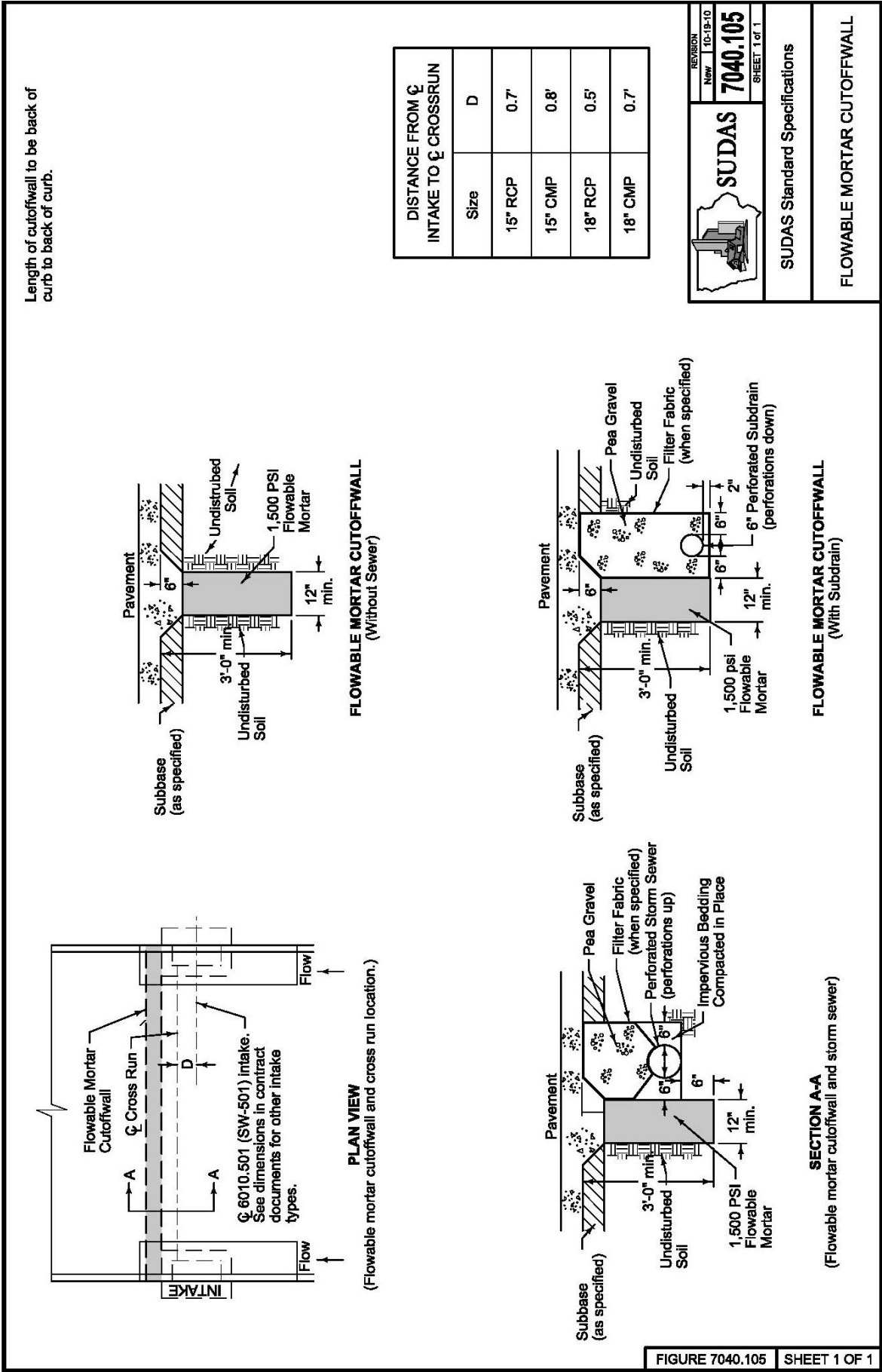
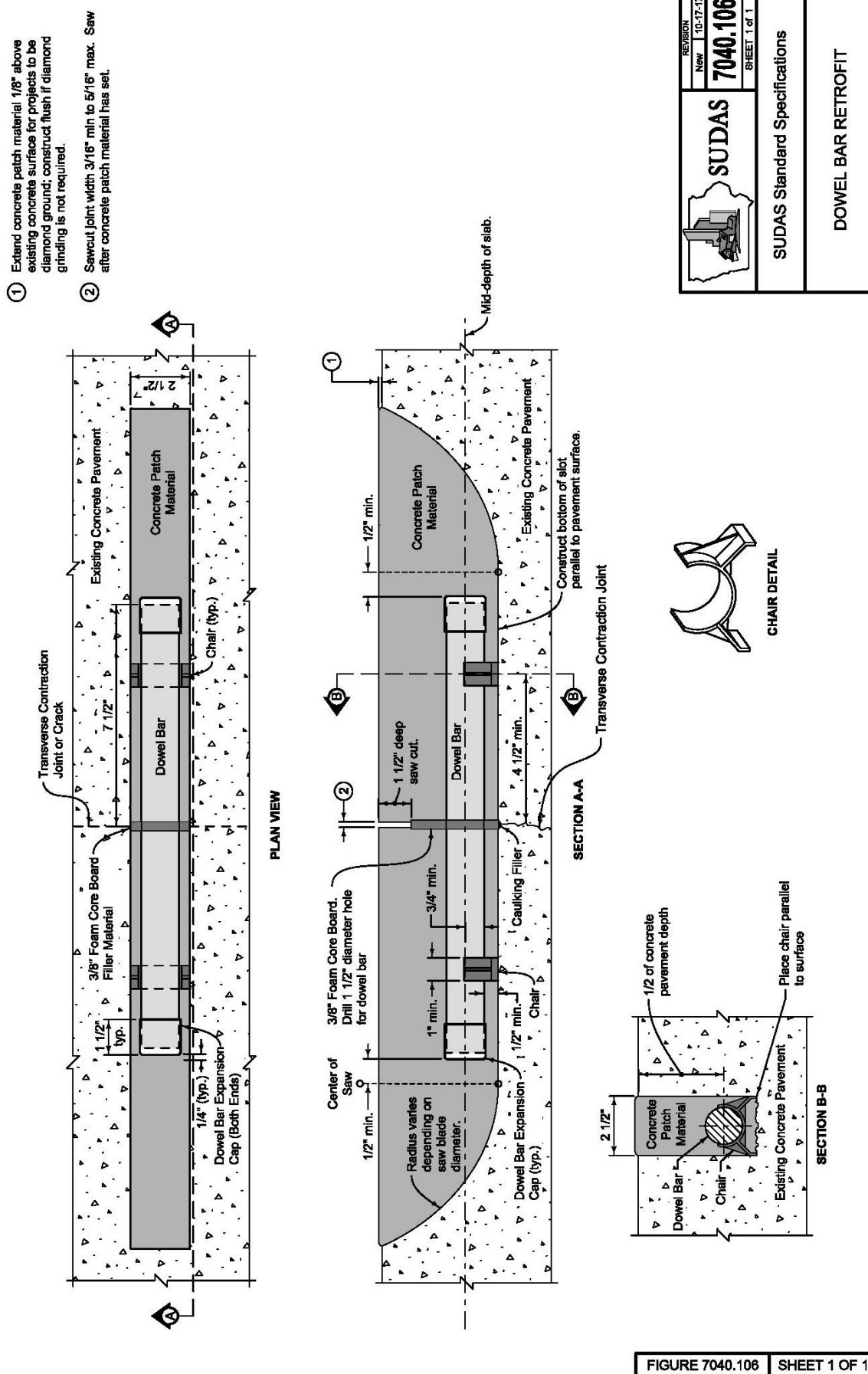


FIGURE 7040.105 SHEET 1 OF 1



## **DIVISION 8 – TRAFFIC CONTROL**

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## SECTION 8030 - TEMPORARY TRAFFIC CONTROL

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Temporary Traffic Control Devices
- B. Installation
- C. Maintenance
- D. Quality Control

#### **1.02 DESCRIPTION OF WORK**

This part of the specifications includes materials, equipment, and procedures for traffic control during construction. Furnish, erect, operate, maintain, move, and remove all traffic control devices required. Comply with the current edition of the MUTCD as adopted by the Iowa DOT.

#### **1.03 SUBMITTALS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:

- A. Submit a traffic control plan for review and approval prior to installation.
- B. Submit proposed modifications to the traffic control plan for review and approval prior to making changes.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, HANDLING, AND SALVAGING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

- A. When a bid item for Temporary Traffic Control is included on the proposal form, comply with this section for measurement and payment

- B. When the proposal form does not include a bid item for temporary traffic control, all costs incurred by the contractor for temporary traffic control are incidental to other work and will not be paid for separately.
- C. Provide 10 calendar days advance notification of a pedestrian path closure to the Engineer and the National Federation of the Blind of Iowa ([www.nfbi.org](http://www.nfbi.org)).

## 1.08 MEASUREMENT AND PAYMENT

Temporary Traffic Control:

- A. Measurement: Lump sum item; no measurement will be made.
- B. Payment: Payment will be at the lump sum price for temporary traffic control. Proportional payments will be made equal to the percentage of the dollar amount paid on the original contract amount.
- C. Includes: Lump sum price includes, but is not limited to, installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and reinstallation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions; and flaggers. When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided: portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars.

## PART 2 - PRODUCTS

### 2.01 GENERAL

Use products and materials complying with Part 6 of the MUTCD.

### 2.02 SIGNS

- A. Material: Sheet aluminum, galvanized steel, plywood, or flexible roll-up material complying with Iowa DOT Article 4186.02.
- B. Size and Type:
  - 1. Regulatory Signs: As indicated in the contract documents or recommended in the MUTCD.
  - 2. Sidewalk Signs: Minimum size 12 inch by 24 inch.
  - 3. Warning Signs: Comply with Table 8030.01.

**Table 8030.01: Warning Signs**

| Speed Limit (mph) | Minimum Sign Size | Minimum Uppercase Letter Size | Minimum Plaque Size |
|-------------------|-------------------|-------------------------------|---------------------|
| < 25              | 30" x 30"         | 4"                            | 18" x 18"           |
| 25 - 35           | 36" x 36"         | 5"                            | 18" x 24"           |
| >35               | 48" x 48"         | 7"                            | 24" x 30"           |

C. Retroreflective Sheeting: Comply with Iowa DOT Article 4186.03.

D. Posts:

1. Wood Posts: Comply with Iowa DOT Section 4164.
2. U-Shaped Rail Steel Posts: 3.0 pounds per foot.
3. Perforated Square Steel Tube Posts: 2 1/4 or 2 1/2 inch square 12 gage perforated steel tubing.

E. Portable Sign Stands: Crashworthy per the test and evaluation criteria of NCHRP Report 350 or Manual on Assessing Safety Hardware (MASH). Must be stable in windy conditions.

## **2.03 CHANNELIZING DEVICES**

Channelizing devices include cones, channelizers, tubular markers, vertical panels, drums, and barricades.

A. Retroreflective Sheeting: Comply with Iowa DOT Article 4186.03.

B. Cones: Minimum height of 18 inches for daytime and speed less than or equal to 35 mph. Minimum height of 28 inches with retroreflective bands for nighttime or speed greater than 35 mph.

C. Channelizers: 42 inch height with retroreflective bands and 16 pound base.

D. Tubular Markers: Minimum diameter 2 inches with retroreflective bands. Minimum height 18 inches for daytime and speed less than or equal to 35 mph. Minimum height 28 inches for nighttime or speed greater than 35 mph.

E. Vertical Panels: Minimum height 36 inches with 8 to 12 inch panel width and 24 inch minimum panel height.

F. Drums: Minimum width 18 inches. Minimum height 36 inches.

G. Barricades: Minimum rail length 2 feet for Type I or Type II barricades. Minimum rail length 4 feet for Type III barricades. Minimum height of top rail for Type I and Type II equals 3 feet and minimum height to top rail of a Type III is 5 feet.

## **2.04 MISCELLANEOUS PRODUCTS**

A. Orange Mesh Safety Fence: Comply with Iowa DOT Article 4188.03.

B. Temporary Barrier Rail: Unless otherwise specified, use precast concrete units. Comply with Iowa DOT Standard Road Plan BA-401.

## **2.05 EQUIPMENT**

A. Warning Lights:

1. For nighttime installation, provide Type A warning lights visible to both directions of traffic.
2. For 24 hour installations, provide Type B warning lights.

B. Arrow Boards: When required, provide Type A, B, or C arrow boards operating in sequential chevron mode.



- C. Portable Dynamic Message Signs: Comply with Iowa DOT Article 4188.07.
- D. Pilot Cars: Pickup trucks or automobiles with G20-4 signs reading: PILOT CAR - FOLLOW ME. Mount two signs on each vehicle, visible from both directions of traffic. Mount signs with bottom of signs at least 1 foot above the top of the vehicle's roof.
- E. Vehicle Warning Lights: Supply amber, high-intensity rotating, flashing, oscillating, or strobe light.

## **2.06 FLAGGERS**

- A. General: Comply with the current Iowa DOT Flagger's Handbook for flagger operations, equipment, and apparel.
- B. Lighting: Provide auxiliary lighting at flagger stations when nighttime flagging is required.
- C. Training: For other than short time, emergency, or relief assignment of flaggers, provide flagger training to include the following:
  - 1. Issuing a copy of the current Iowa DOT Flagger's Handbook to and review by each flagger.
  - 2. Presentation of the current Iowa Professional Flagging Video to each flagger.
  - 3. Issuing a flagger training card to each flagger, to be carried at all times and shown upon request. Include the following information on training card:
    - a. Employee name
    - b. Date of training
    - c. Name of instructor
    - d. Expiration date of December 31 of the year following the training date

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Install temporary traffic control devices according to the Section 8030 figures and Part 6 of the MUTCD.
- B. Sign Posts: For durations more than 3 consecutive calendar days, mount the signs on fixed posts. For durations 3 consecutive calendar days or less, mount the signs on fixed posts or movable skids.
- C. Temporary Barrier Rail: Place at locations specified in the contract documents. Tie and anchor units as shown on Iowa DOT Standard Road Plan BA-401.
- D. Sandbags: Use sandbags to anchor all traffic control devices subject to movement by wind. Do not place sandbags on tops of barricades, drums, or vertical panels.
- E. Conflicting Signs: Cover or remove signs with messages conflicting with temporary traffic control as approved or directed by the Engineer.

- F. Modifications: Submit proposed traffic control plan modifications to the Engineer for review and approval prior to making changes.

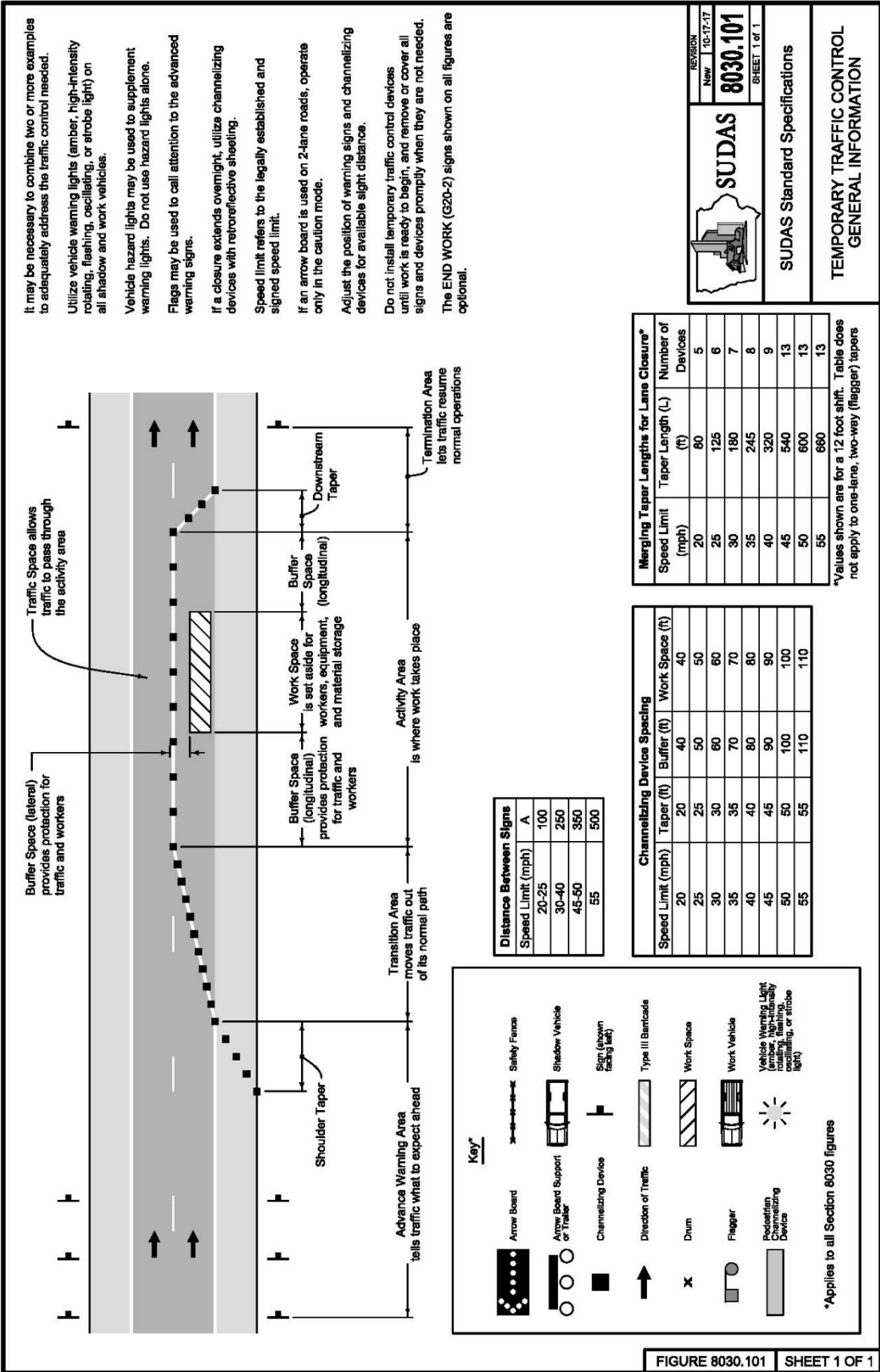
### **3.02 MAINTENANCE**

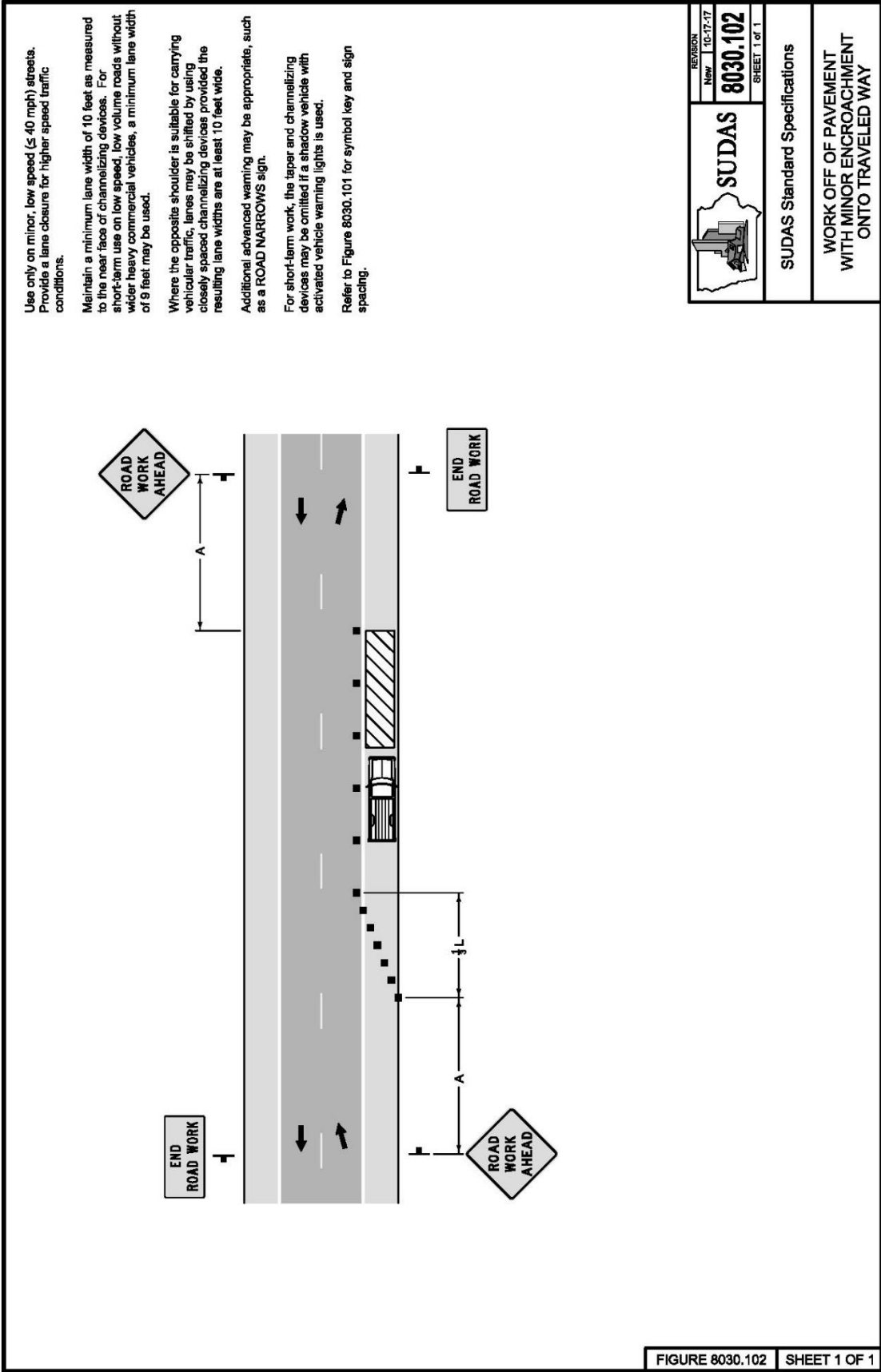
- A. General: Promptly repair, replace, reposition, or clean traffic control devices, as needed, or as directed by the Engineer.
- B. Non-working Hours: At the end of working hours, remove, cover, or turn down traffic control devices intended for working hours only.

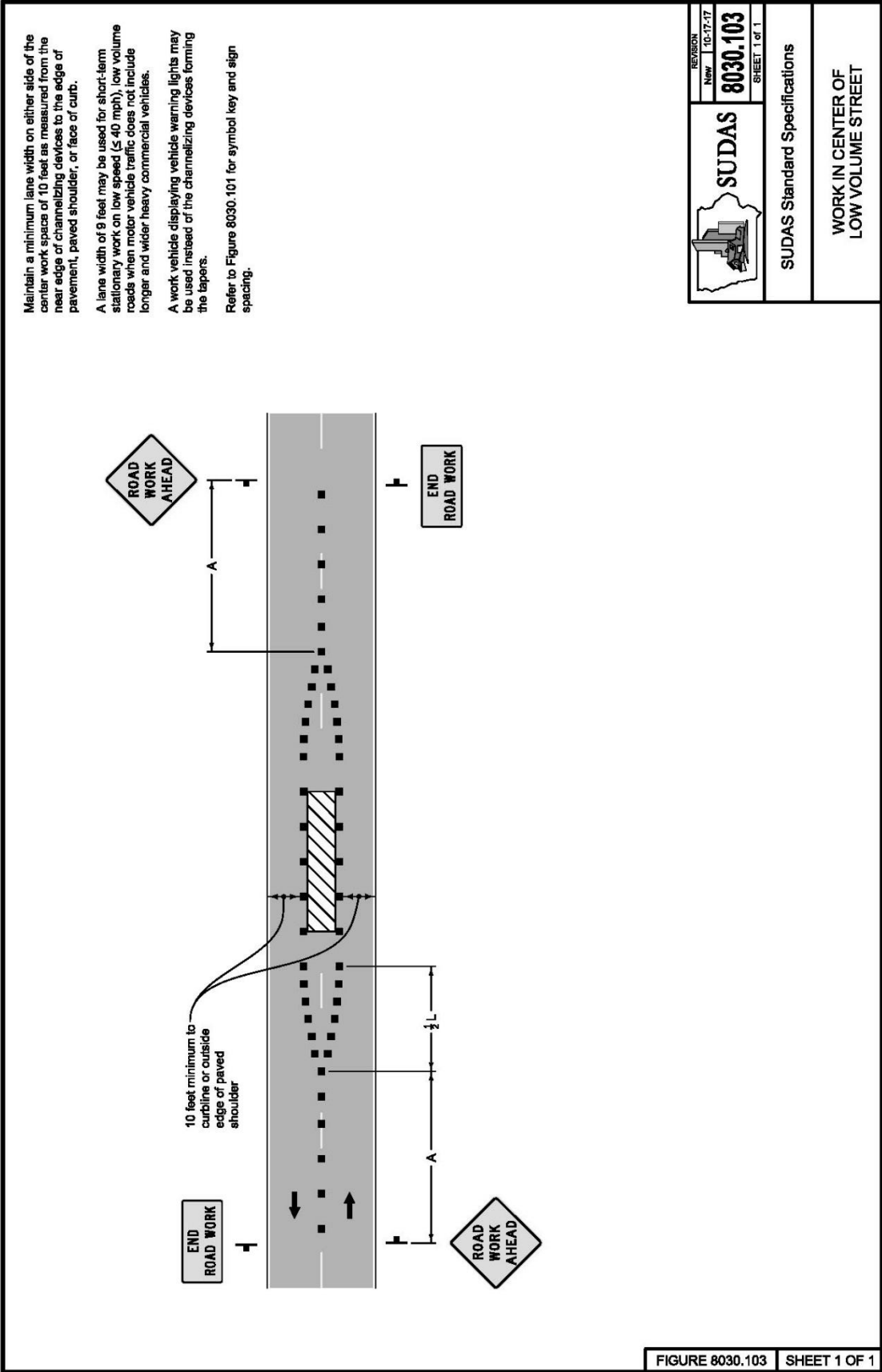
### **3.03 QUALITY CONTROL**

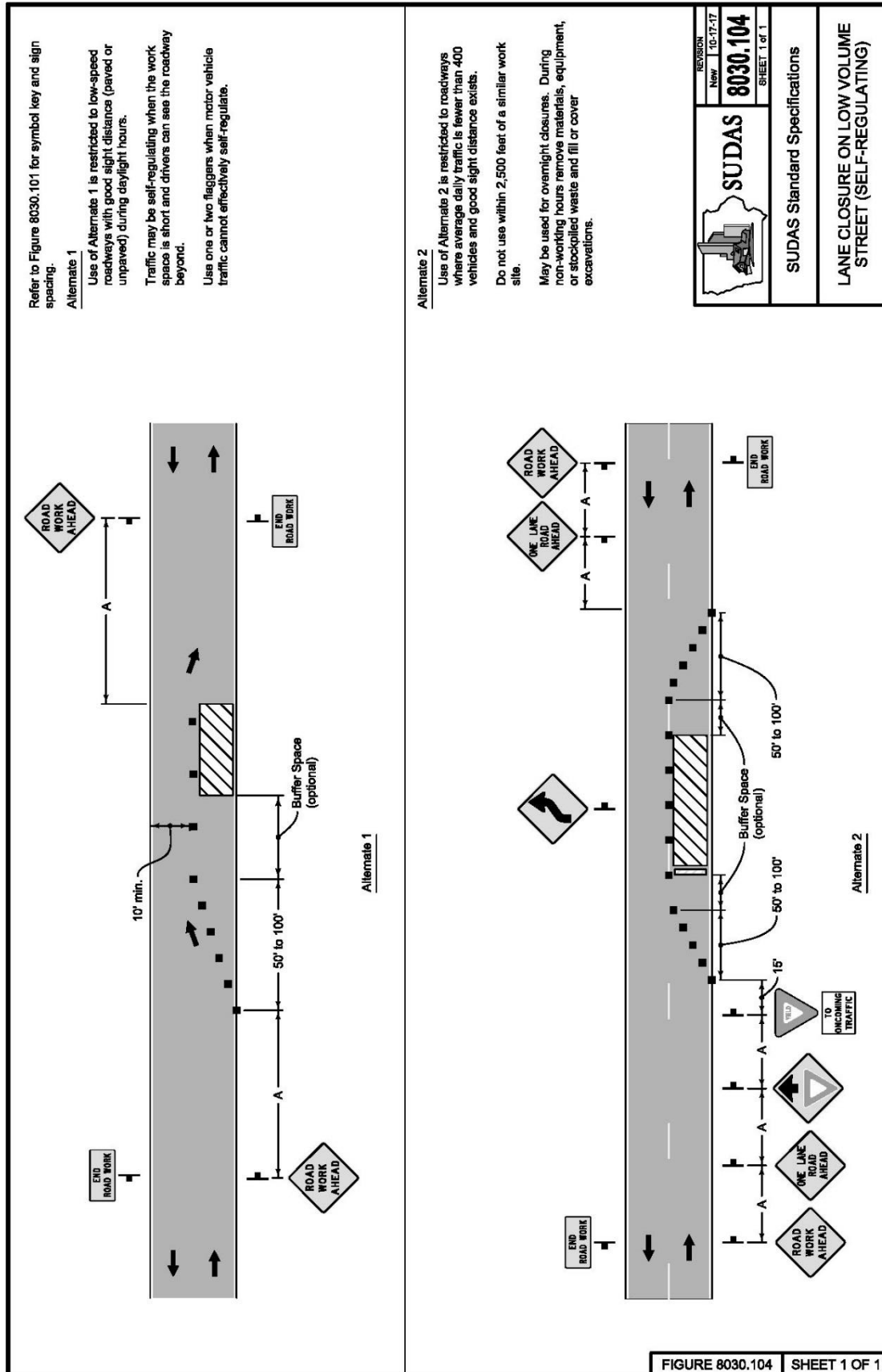
- A. Traffic Control Technician: Maintain a traffic control technician on staff, responsible for the Contractor's traffic control quality control program, that has attended and passed the exam in one of the following classes:
  - 1. ATSSA Traffic Control Technician
  - 2. IMSA Work Zone Traffic Control
  - 3. Minnesota DOT Traffic Control Supervisor
  - 4. Texas Engineering Extension Service Work Zone Traffic Control
- B. Monitoring and Documentation: Provide 24 hour mobile phone number for the traffic control technician. On a daily basis, perform the following quality control work associated with monitoring and documenting traffic control conditions.
  - 1. Review all traffic control operations for compliance with the contract documents.
  - 2. Monitor traffic operations and submit proposed traffic control plan changes to the Engineer for approval.
  - 3. Coordinate all changes to the traffic control plan.
  - 4. Coordinate all traffic control operations, including those of subcontractors and suppliers.
  - 5. Maintain a traffic control diary to be submitted at the end of the project or as requested by the Engineer, with the following information:
    - a. Listing and locating traffic control used each day, referenced to appropriate plan sheet or standard.
    - b. All reviews of traffic control devices and operations, whether satisfactory or unsatisfactory, and corrections made.
    - c. Approved changes to traffic control specified in the contract documents.
    - d. Incidentals affecting the efficiency and safety of traffic.
    - e. A list of trained flaggers used.

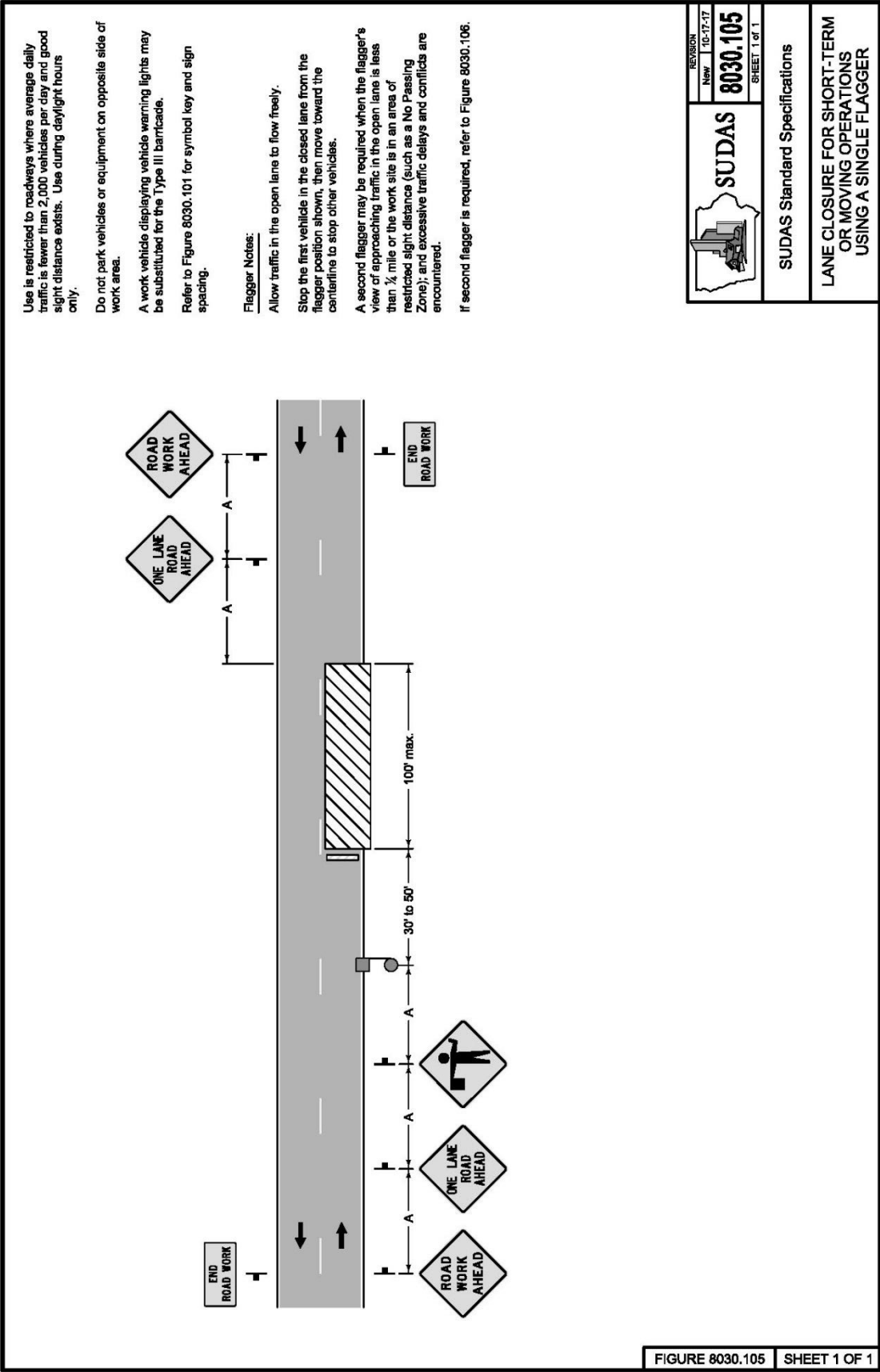
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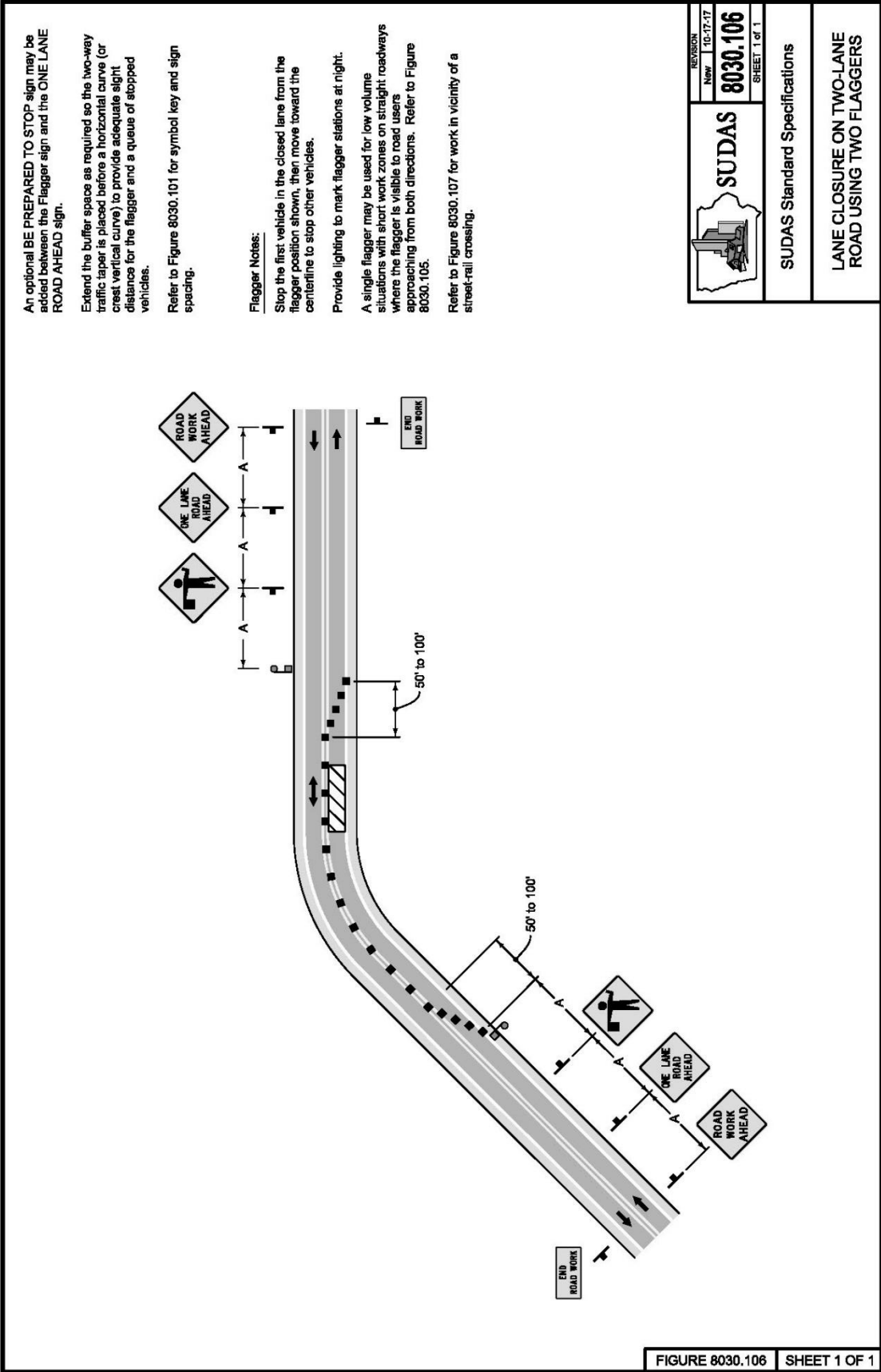






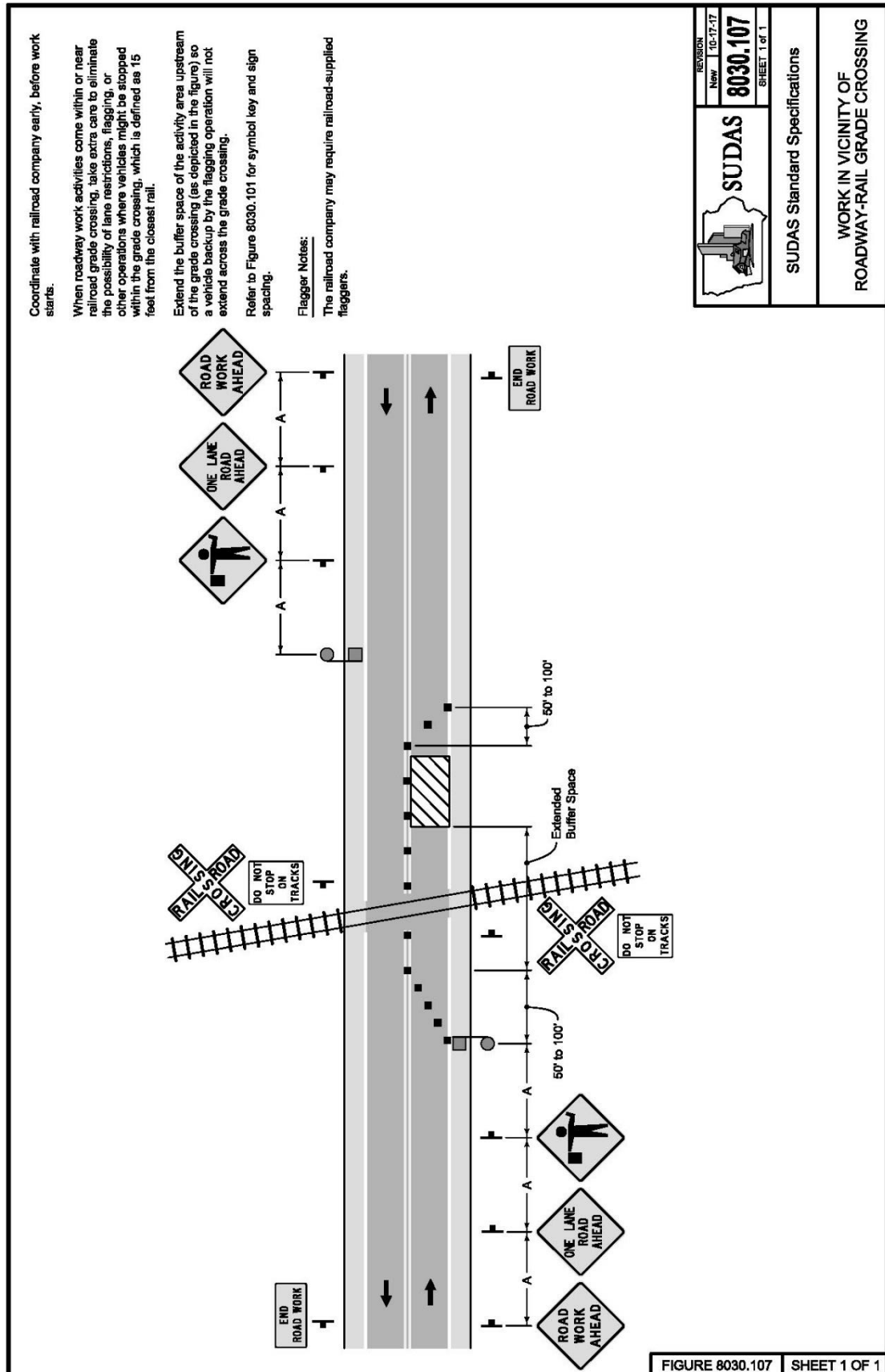


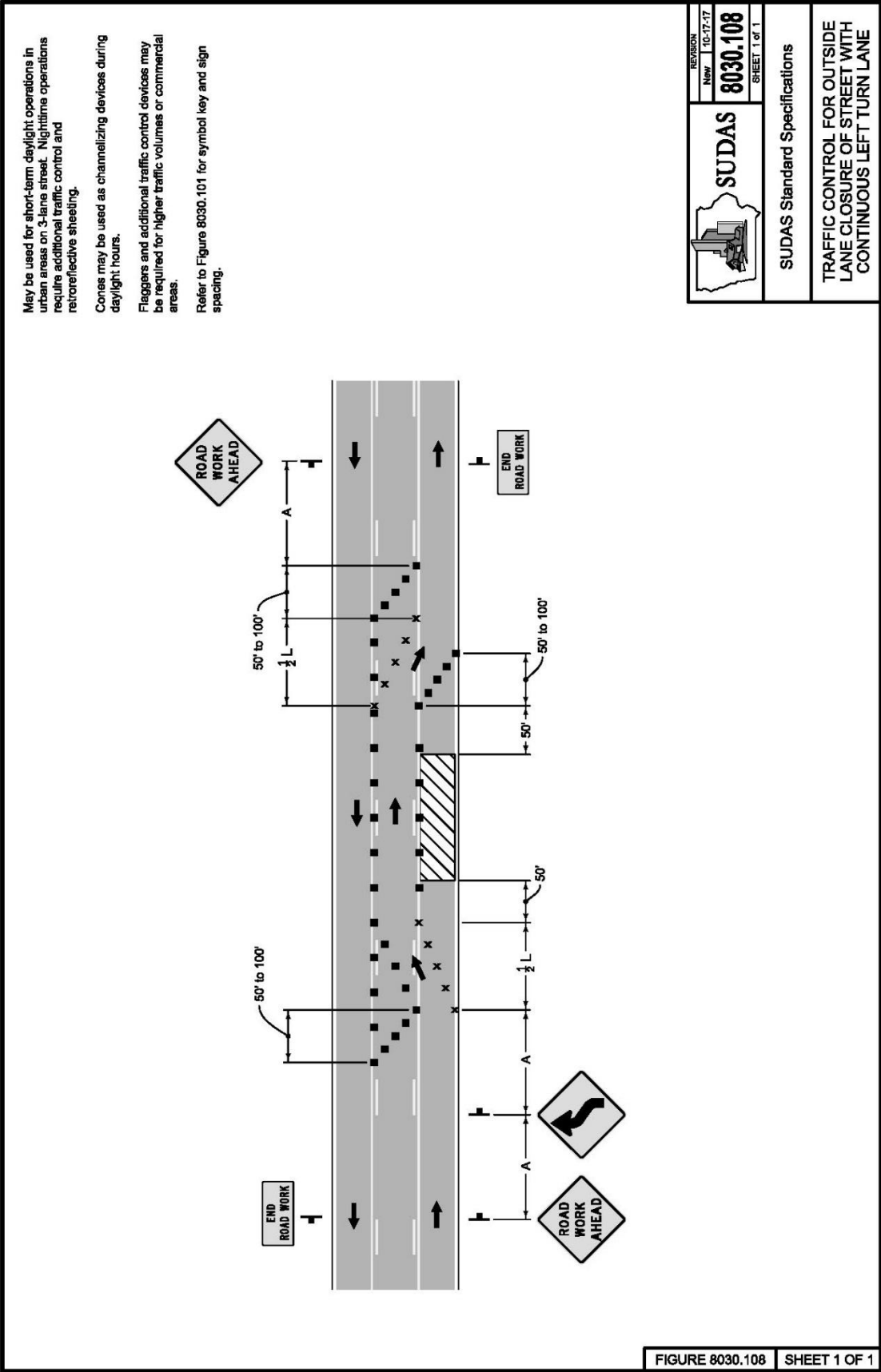
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|  | REVISION | 10-17-17 |
|                                                                                     | New      | 8030.105 |
| SHEET 1 OF 1                                                                        |          |          |
| SUDAS Standard Specifications                                                       |          |          |
| LANE CLOSURE FOR SHORT-TERM OR MOVING OPERATIONS USING A SINGLE FLAGGER             |          |          |



|                                                                                     |          |          |
|-------------------------------------------------------------------------------------|----------|----------|
|  | REVISION | 10-17-17 |
|                                                                                     | Now      | 8030.106 |
| SHEET 1 of 1                                                                        |          |          |
| SUDAS Standard Specifications                                                       |          |          |
| LANE CLOSURE ON TWO-LANE ROAD USING TWO FLAGGERS                                    |          |          |





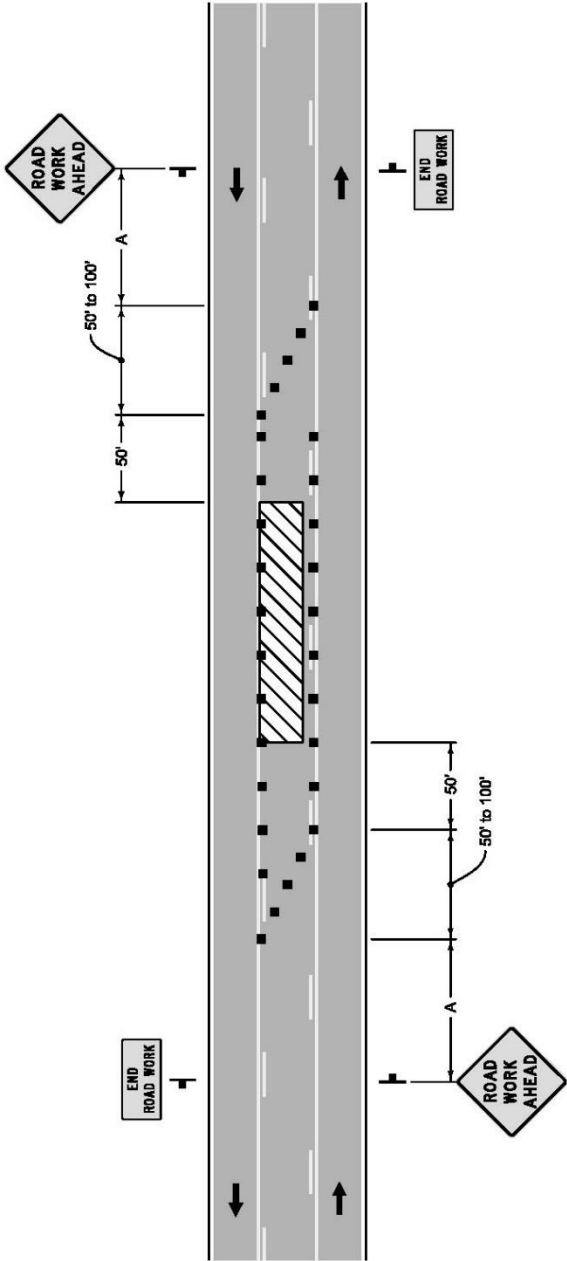


May be used for short-term daylight operations in urban areas on 3-lane or 5-lane streets. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

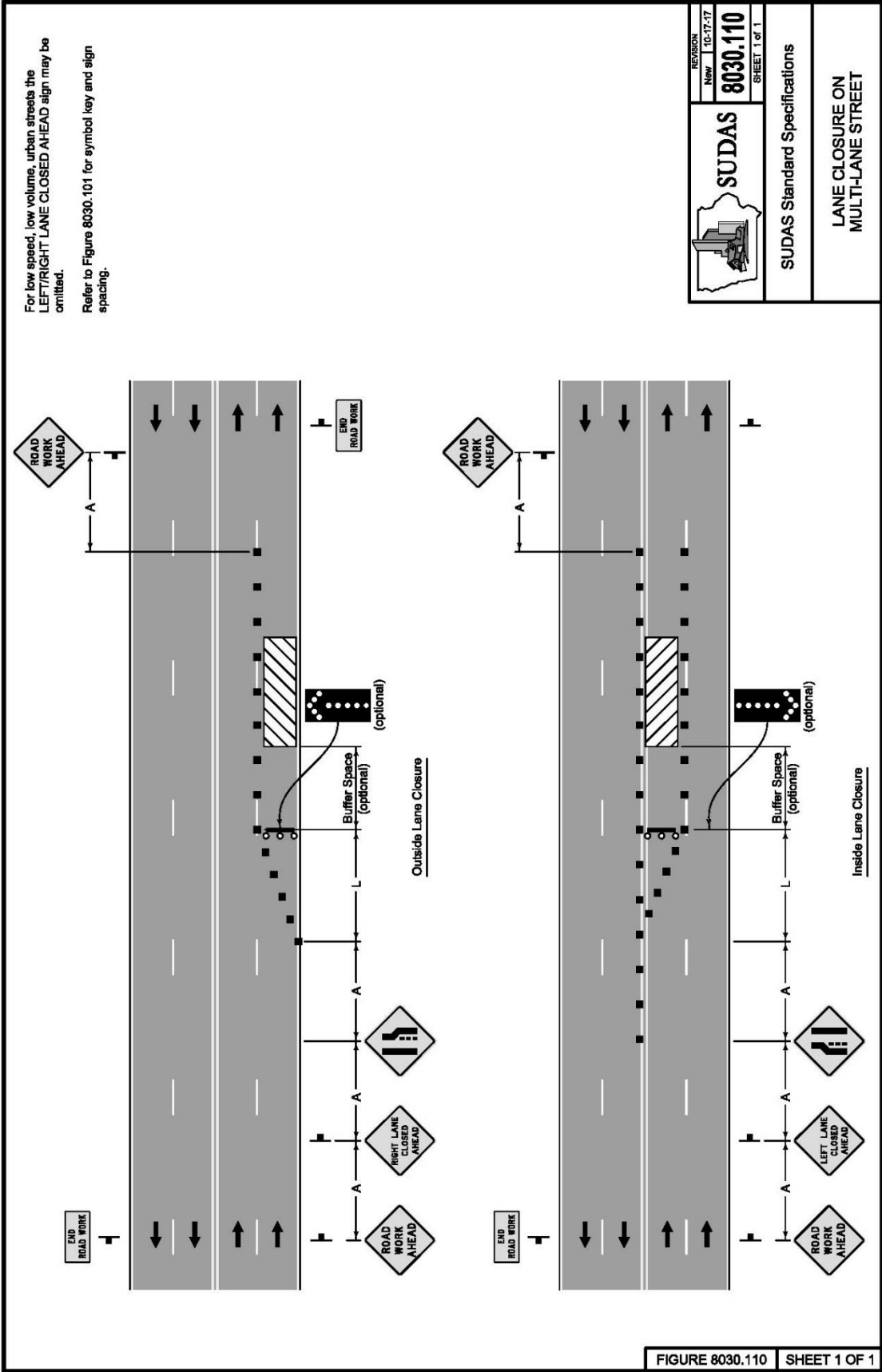
Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

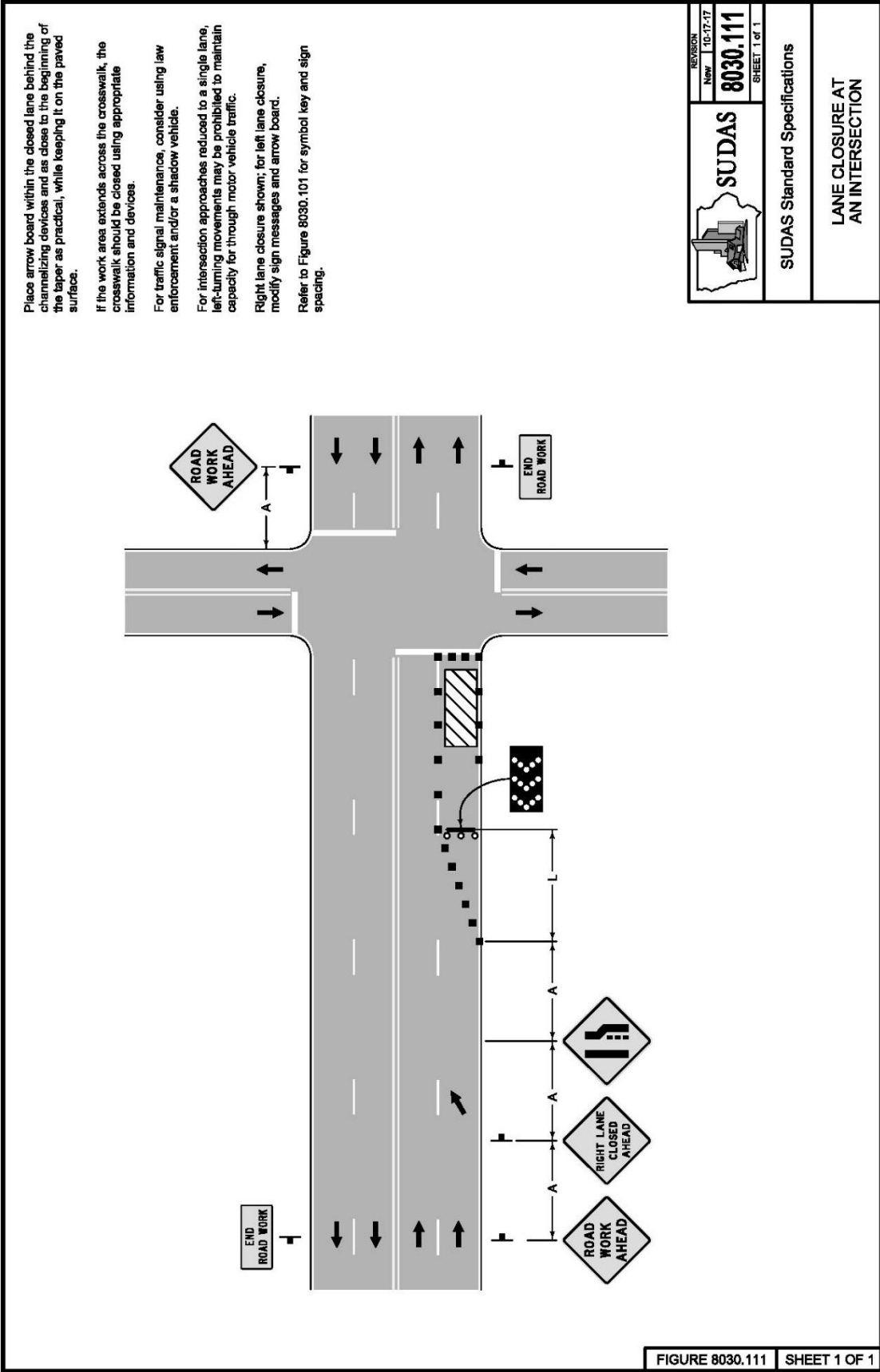
Refer to Figure 8030.101 for symbol key and sign spacing.

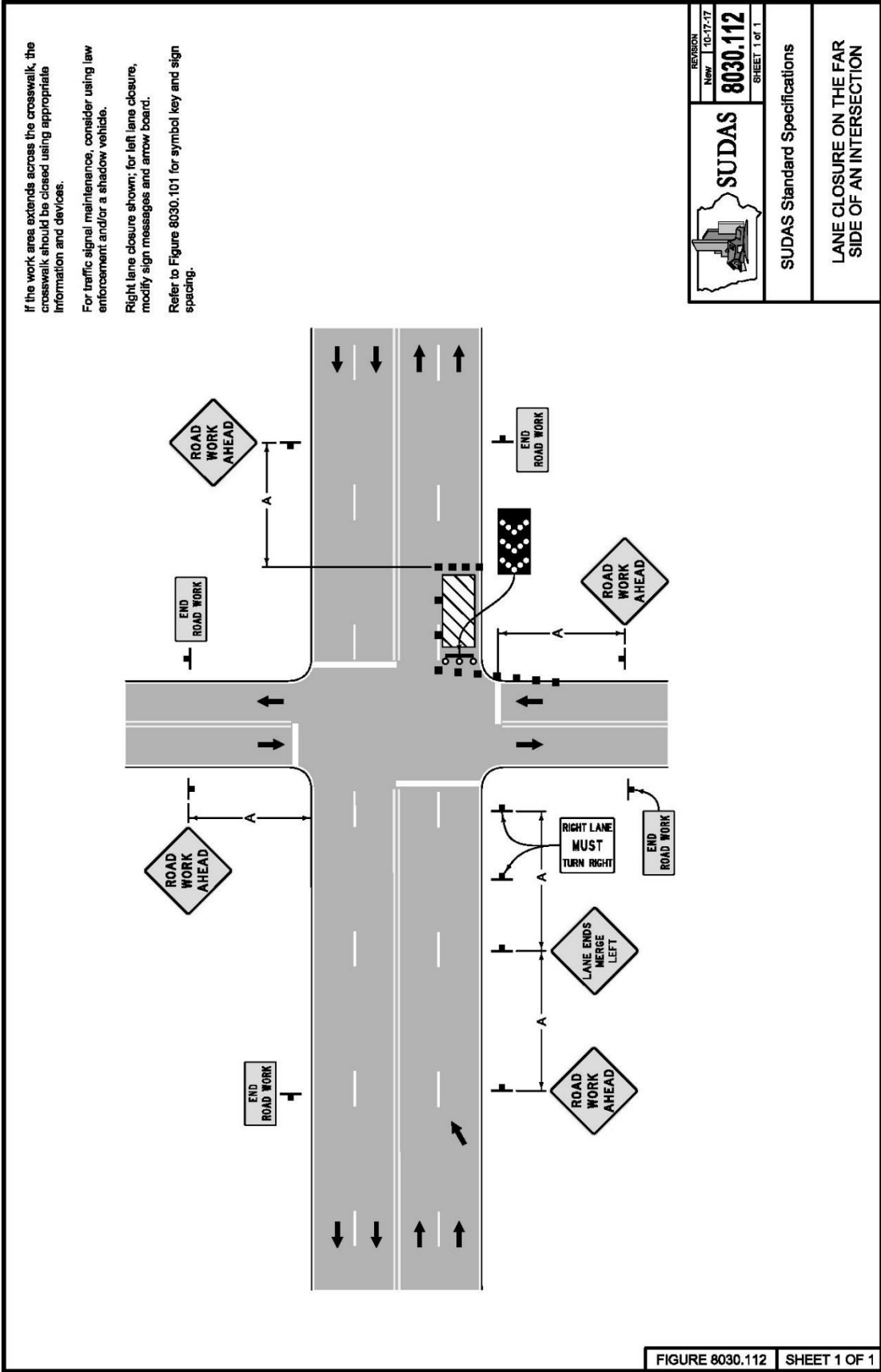


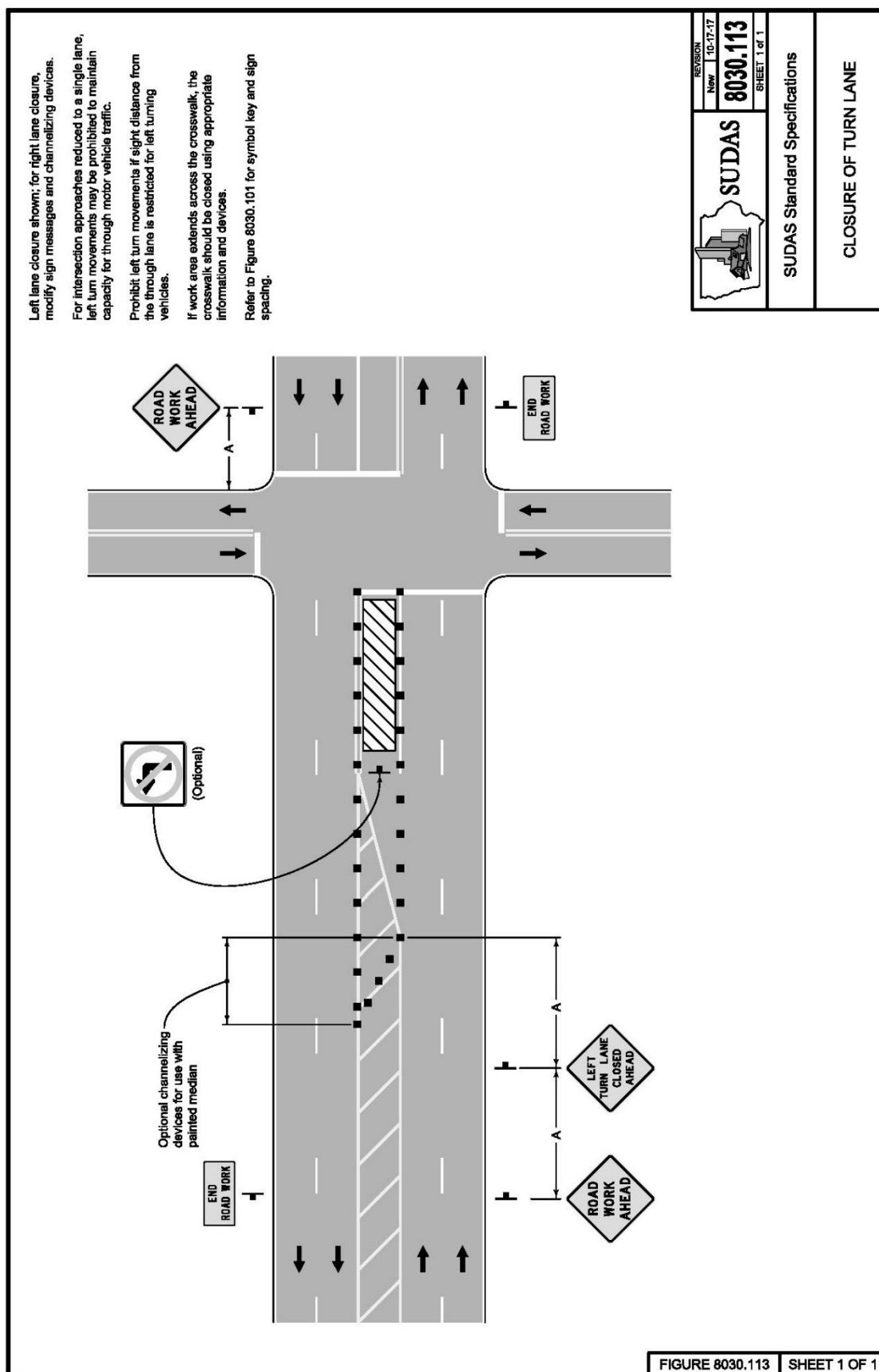
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|  | REVISION | 10-17-17 |
|                                                                                     | New      | 10-17-17 |
| <b>SUDAS 8030.109</b>                                                               |          |          |
| SHEET 1 of 1                                                                        |          |          |
| SUDAS Standard Specifications                                                       |          |          |
| TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE                            |          |          |

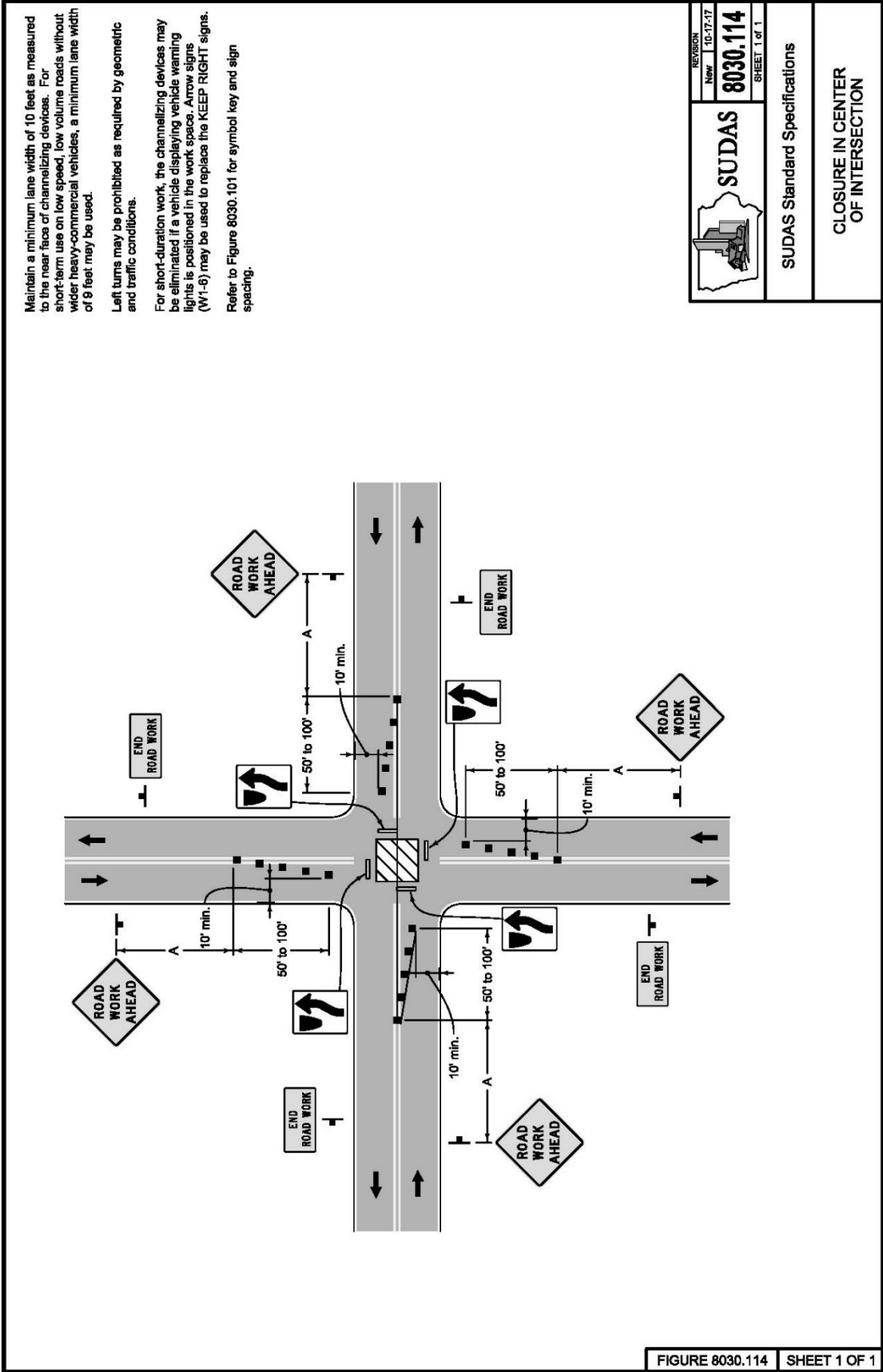
FIGURE 8030.109 SHEET 1 OF 1



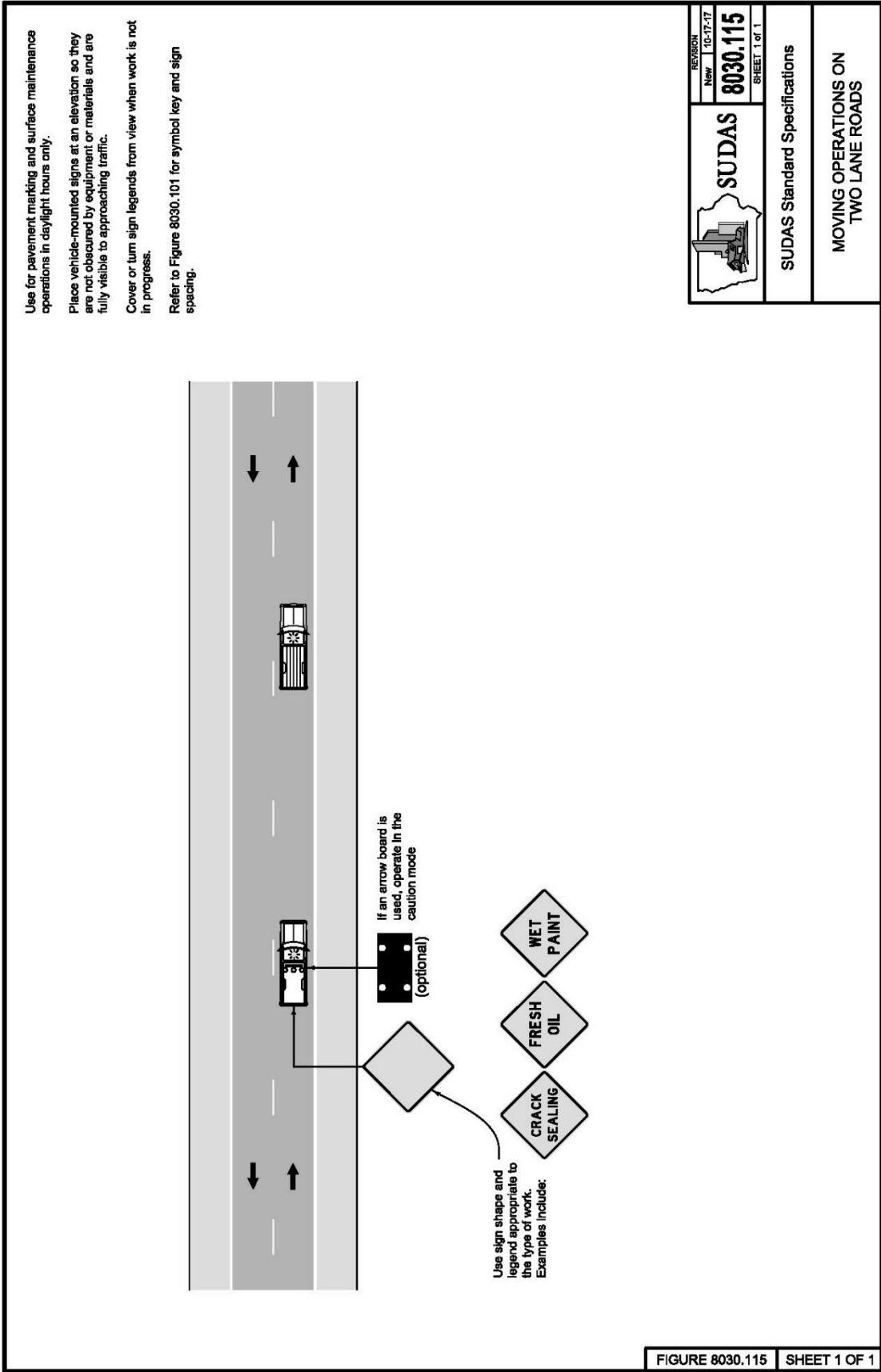


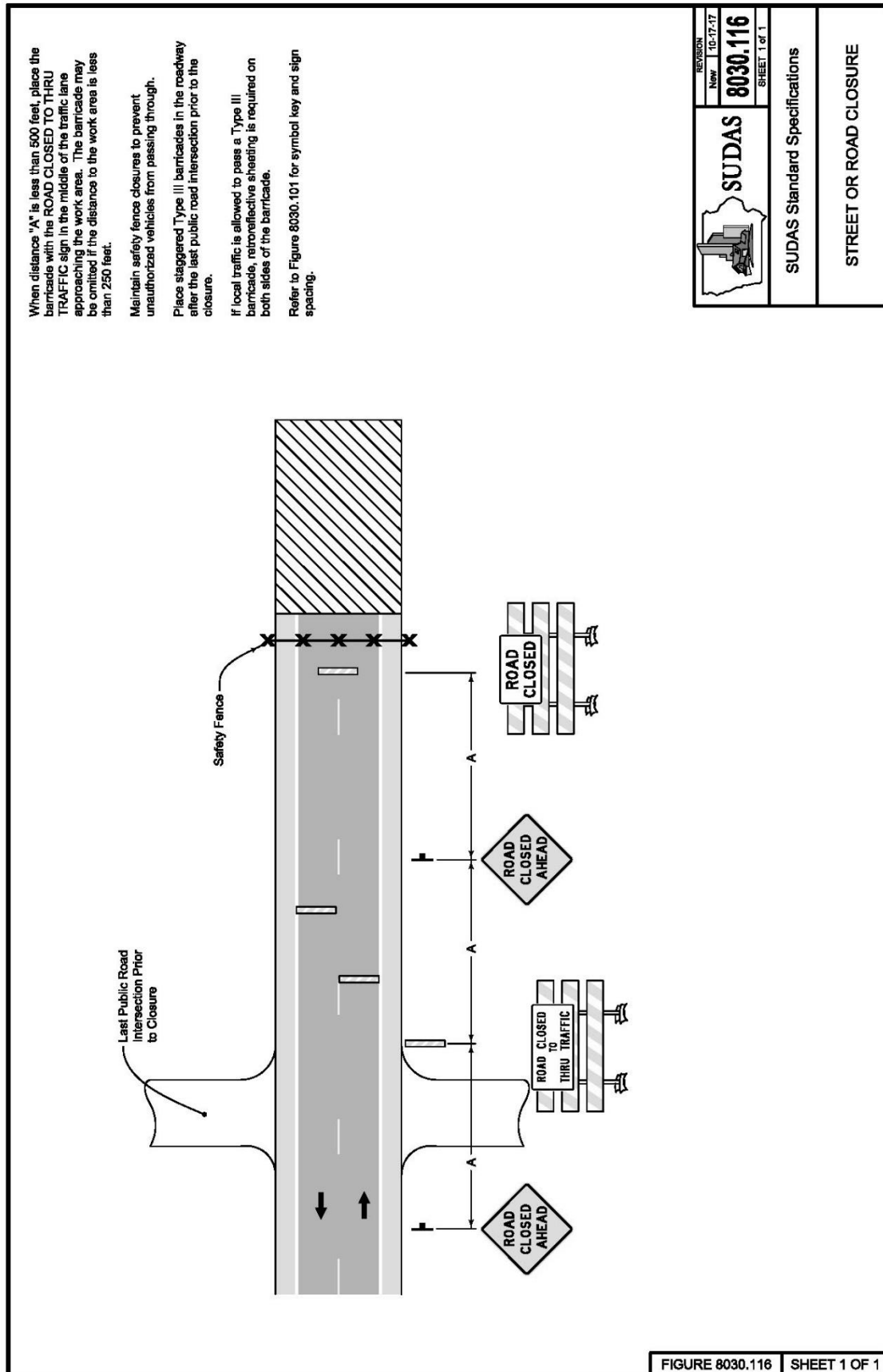


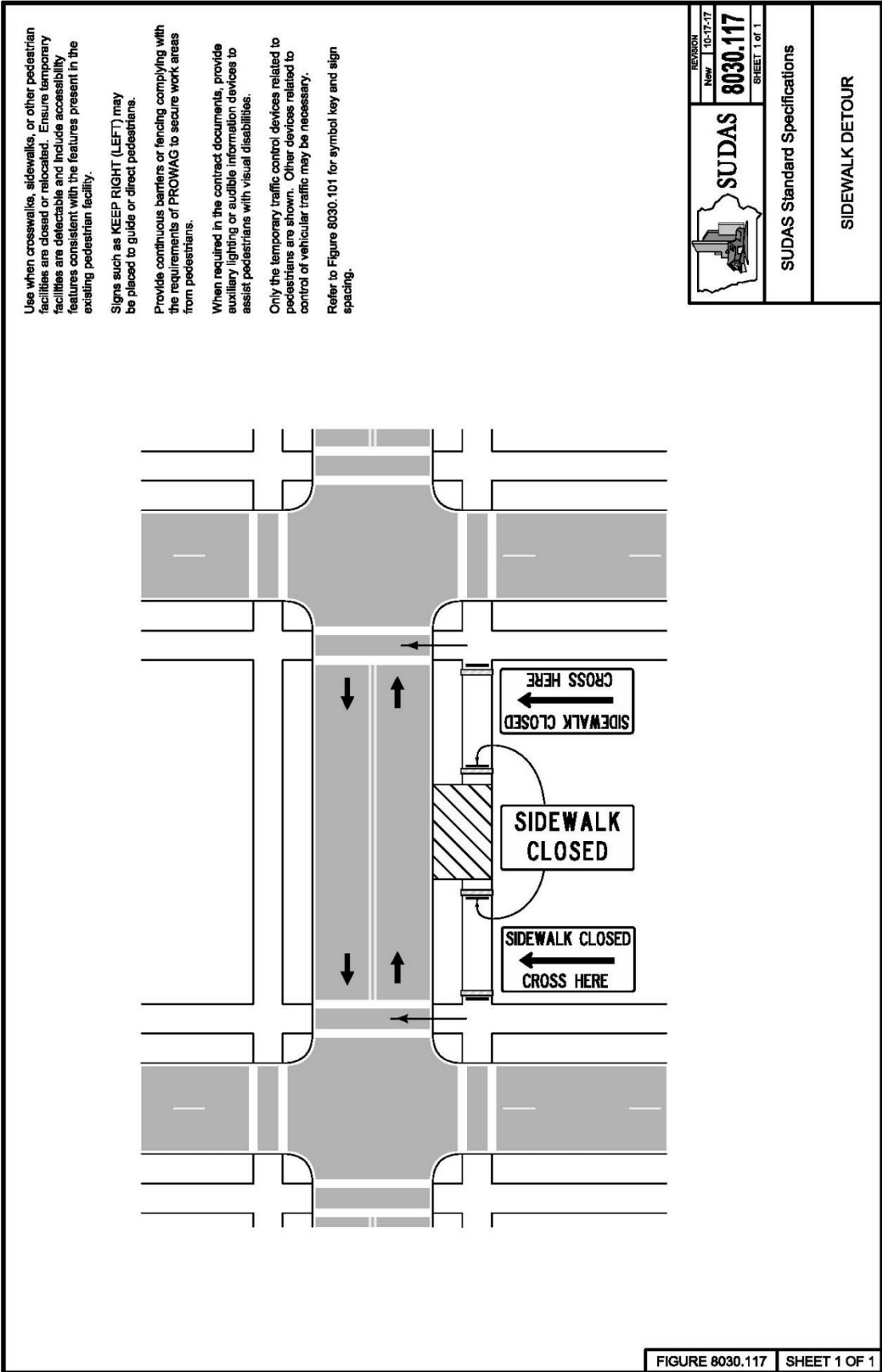


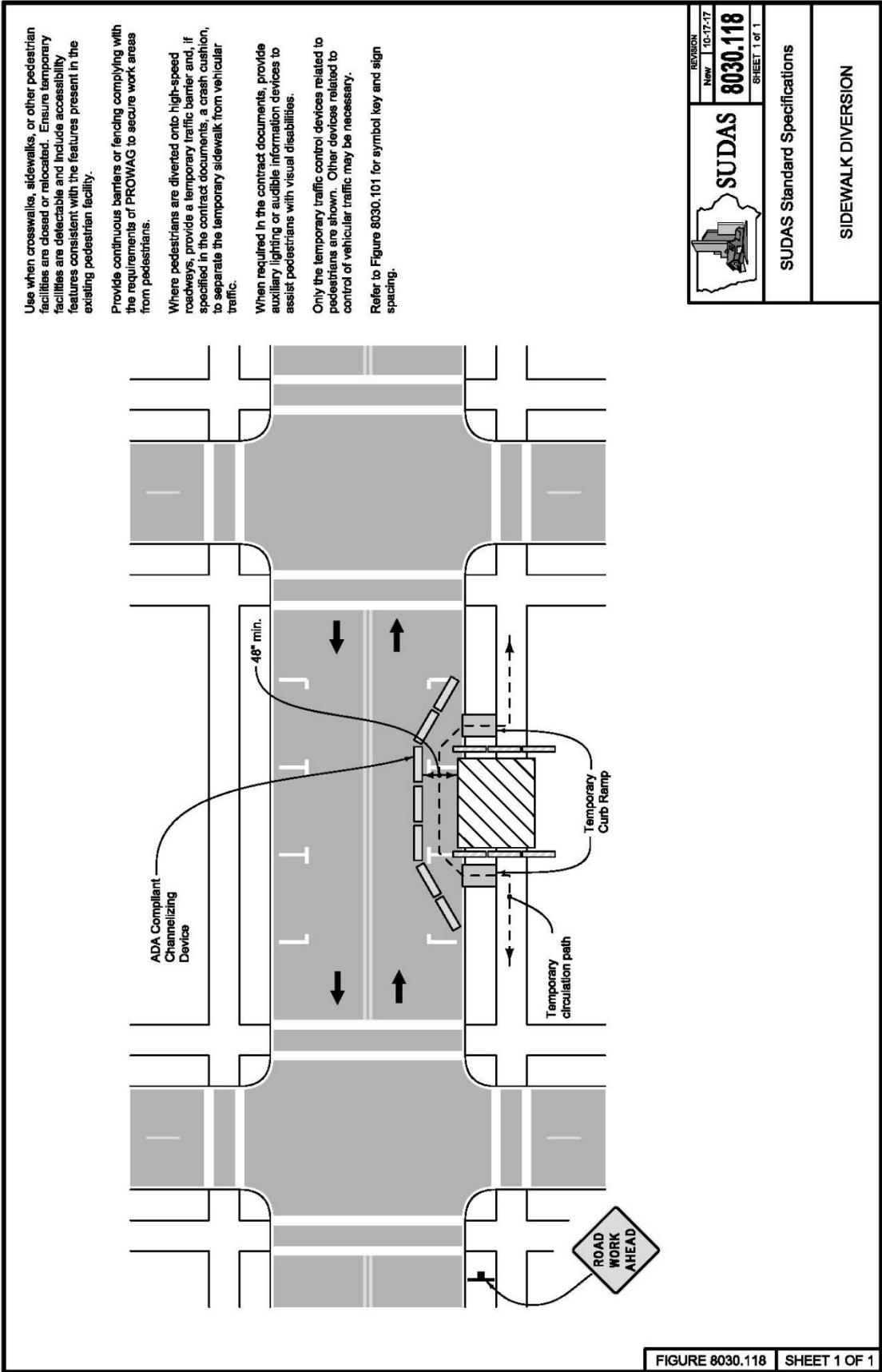


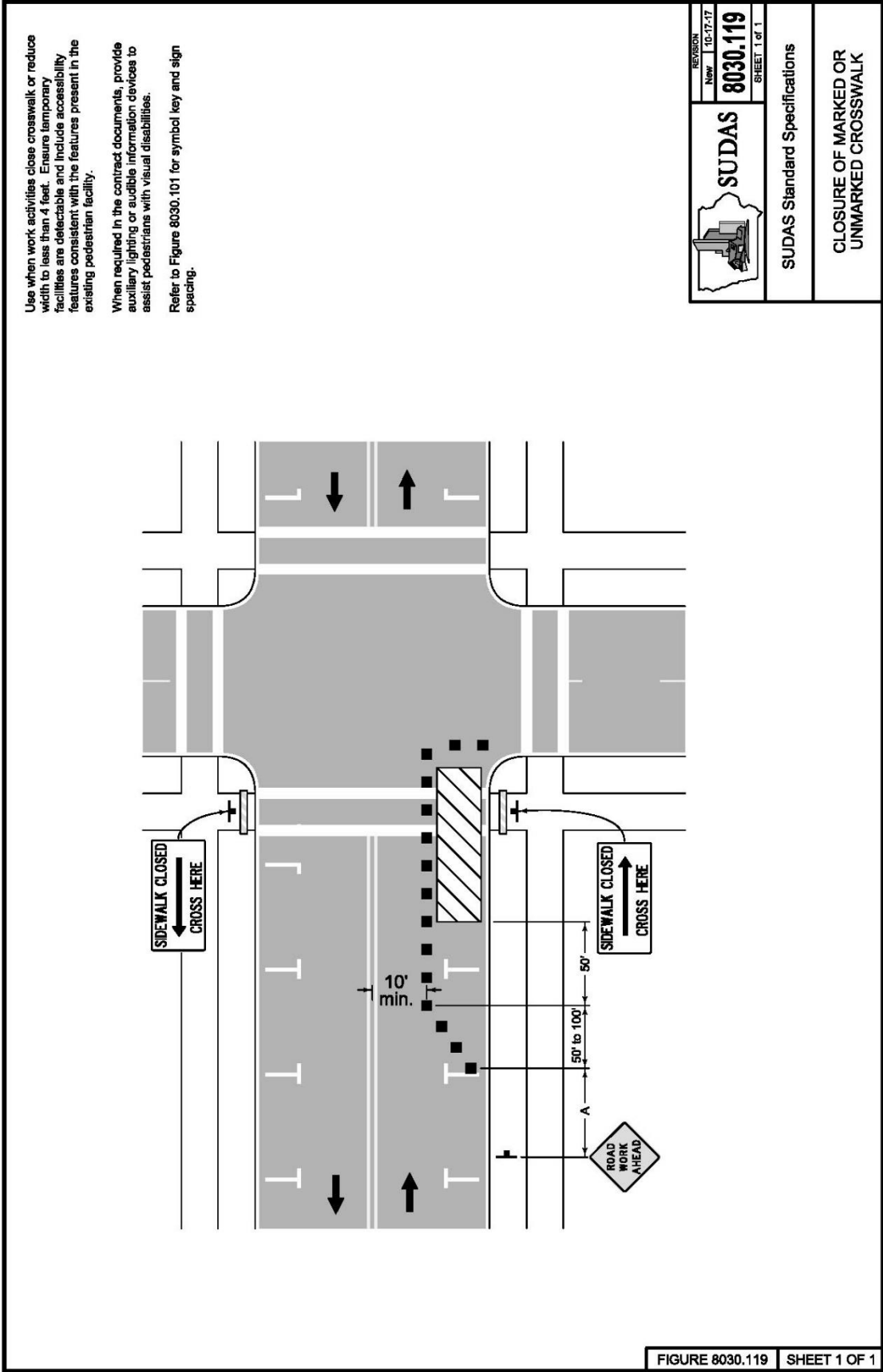












## **DIVISION 11 – MISCELLANEOUS**

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## SECTION 11,020 – MOBILIZATION

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

Project Mobilization

#### **1.02 DESCRIPTION OF WORK**

Mobilization includes preparatory work, operations performed, or costs incurred prior to beginning work on the various items on the project site.

#### **1.03 SUBMITTALS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

- A. When a bid item for mobilization is included on the proposal form, comply with this section for measurement and payment.
- B. When the proposal form does not include a bid item for mobilization, all costs incurred by the contractor for mobilization are incidental to other work and no separate payment will be made.

#### **1.08 MEASUREMENT AND PAYMENT**

Mobilization:

- A. Measurement: Lump sum item; no measurement will be made.
- B. Payment:
  - 1. When 5% of the original contract amount has been completed, 25% of the contract price for mobilization will be paid.



2. When 10% of the original contract amount has been completed, 50% of the contract price for mobilization will be paid.
3. When 50% of the original contract amount has been completed, 100% of the contract price for mobilization will be paid.

C. Includes: The unit price for mobilization may include the following.

1. The movement of personnel, equipment, and supplies to the project site.
2. The establishment of offices, buildings, and other facilities necessary for the project.
3. Bonding, permits, or other expenses incurred prior to construction.

## **PART 2 - PRODUCTS**

None.

## **PART 3 - EXECUTION**

None.

END OF SECTION

## SECTION 11,050 - CONCRETE WASHOUT

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

Concrete Washout

#### **1.02 DESCRIPTION OF WORK**

Provide and maintain concrete washout system.

#### **1.03 SUBMITTALS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

None.

#### **1.08 MEASUREMENT AND PAYMENT**

Concrete Washout:

- A. Measurement: Lump sum item; no measurement will be made.
- B. Payment: Payment will be at the lump sum price for concrete washout.
- C. Includes: Lump sum price includes, but is not limited to, providing concrete wash water containment, collection, and disposal.

**PART 2 - PRODUCTS****2.01 CONCRETE WASHOUT**

Provide a concrete washout system that retains all concrete wash water and complies with one of the following:

- A. Manufactured Washout Containment:
  - 1. Concrete Washout Containers: Provide roll-off type metal container that is leak-proof and designed specifically for collection of concrete and concrete wash water. When concrete pumper trucks are utilized, provide a ramp or other means to allow access for pumper trucks.
  - 2. Concrete Washout Collection Bags: Provide leak-proof collection bags designed specifically for collection of concrete and concrete wash water.
  - 3. Chute Washout Box: Provide ready mixed trucks with on-vehicle chute washout system to collect concrete wash water for return to the ready mixed plant.
- B. Non-Manufactured Containment:
  - 1. Below-grade System: For excavated pits, provide an impermeable plastic liner with a minimum thickness of 10 mils.
  - 2. Above-grade Containment: For containment areas constructed from earthen berms, provide a double thickness of impermeable plastic liner with a minimum thickness of 10 mil per sheet.
- C. Prohibited Products: Silt fence, unlined hay bales, unlined earthen embankments, and other practices that may allow concrete wash water to leak out of the containment area or to come in direct contact with the ground are not allowed.

**PART 3 - EXECUTION****3.01 CONCRETE WASHOUT**

- A. Provide concrete wash water containment on all projects where concrete wash water will be generated. Clearly mark the location of the washout area and provide directions to truck drivers.
- B. Locate concrete washout containment systems a minimum of 50 feet from proposed or existing storm sewer intakes, open ditches, or waterbodies.
- C. Collect all concrete wash water from ready mixed trucks, pumper trucks, and cleaning of tools and other equipment.
- D. Retain concrete wash water within the containment system until the water evaporates or is collected and disposed.
- E. Prior to rain events, lower the liquid level or cover the concrete washout containment area to prevent overflow.

- F. Clean out the concrete wash water containment area when it reaches 75% of the total capacity.
- G. Hardened solids may be removed from the containment area and disposed of as other non- hazardous wastes or may be broken up and used on the site for other appropriate uses.

### **3.02 CLEANUP AND REMOVAL**

- A. Remove all manufactured washout containment facilities from the project area.
- B. For excavated pits, pump out and properly dispose of all remaining water, remove any hardened solids, and remove all plastic liner materials and fill pit area flush with surrounding ground.
- C. For above-grade containment facilities, pump out and properly dispose of all remaining water, remove any hardened solids, and remove all plastic liner materials and spread out earthen berms.

END OF SECTION

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# PROJECT PRE-PLANNING WORKSHEET

| DESCRIPTION                                                                            |           |                       | RESPONSIBLE                           | NOTES                                                                         |
|----------------------------------------------------------------------------------------|-----------|-----------------------|---------------------------------------|-------------------------------------------------------------------------------|
| PROJECT NAME                                                                           |           | 2019 PCC Patch Repair |                                       |                                                                               |
| PROJECT NUMBER                                                                         |           | STR19002              |                                       | PROJECT TIMELINE:                                                             |
| ARCHITECT                                                                              | FIRM NAME | NAME                  | CONTACT INFO                          | First day to file plans with MBI plan room / Civil Plus Bid Notice 1/18/2020  |
| ENGINEER                                                                               | Internal  | Jay C. Koch           | jkoch@marshalltown-ia.gov             | Receive Plans / Project Manual DEADLINE 2/5/2020                              |
| CITY STAFF NAME RESPONSIBLE FOR WORKING WITH ARCHITECT / ENGINEER TO GET DOCUMENTS     |           | Jay C. Koch           |                                       | RES TO ORDER CONSTRUCTION DUE IN WIP FILE 2/5/2020                            |
| RES ORDER CONSTRUCTION - DATE (REQUIRES PLANS AND MANUAL IN HAND, PDF FORMAT, BY CITY) |           | 2/10/2020             | LEAD STAFF (WITH ASSIST BY CLERK)     | First day to publish hearing notice for plans / specs with TR 2/4/2020        |
| RES HRG PLANS SPECIFICATIONS                                                           |           | 2/24/2020             | LEAD STAFF (WITH ASSIST BY CLERK)     | RES PH FOR PLANS SPECS DUE IN WIP FILE 2/19/2020                              |
| PRECONSTRUCTION MEETING                                                                |           | none                  |                                       | Last day to file plans with MBI plan room / Civic Plus Bid Notice 2/19/2020   |
| BIDS DUE : time _10:00 A.M.                                                            |           | 3/3/2020              |                                       | Last day to publish hearing notice for plans / specs with TR 2/20/2020        |
| RES AUTH AWARD / NEGOT CONTRACT (REQUIRES BID TAB IN HAND, PDF FORMAT, BY CITY)        |           | 3/9/2020              |                                       | Preconstruction meeting none                                                  |
| ESTIMATED COMPLETION DATE                                                              |           | 7/1/2020              |                                       | Bids Due 3/3/2020                                                             |
| RESOLUTION ORDERING CONSTRUCTION (no later than Friday am) - PDF FORMAT                |           | 2/5/2020              | LEAD STAFF - SAVE IN WIP MEETING FILE | Bid Tab Due IN WIP FILE 3/4/2020                                              |
| ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT                             |           | 2/5/2020              | LEAD STAFF - SAVE IN WIP MEETING FILE | RES AUTH AWARD / NEGOT CONTRACT DUE IN WIP FILE 3/4/2020                      |
| BID TAB BY (DEADLINE DATE)*no later than Friday am                                     |           | 3/4/2020 3/6/2020     | LEAD STAFF - SAVE IN WIP MEETING FILE | SALES TAX EXEMP CERT ISSUED AFTER SIGNED CONTRACT, BOND, INS, W-9 IS RECEIVED |
|                                                                                        |           |                       |                                       | List of Subs provided to Clerk for Sales Tax Certificates                     |
|                                                                                        |           |                       |                                       | ESTIMATED COMPLETION DATE                                                     |
|                                                                                        |           |                       |                                       | RES CERTIFYING PROJECT COMPLETE DATE                                          |
| ROOM - NO MORE THAN 45 DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE: |           | 1/18/2020 2/19/2020   | CLERK                                 | REQUIRES PROJECT MANUAL AND PLANS PDF FORMAT                                  |
| DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:                        |           | 1/18/2020 2/19/2020   | LEAD STAFF (NEED PLANS & MANUAL)      |                                                                               |
| TR NPH PLANS /SPECS PUBLICATION DATE RANGE - 20/4 REQ                                  |           | 2/4/2020 2/20/2020    | CLERK                                 |                                                                               |

## PROJECT PRE-PLANNING WORKSHEET

|                                                                                        |       |
|----------------------------------------------------------------------------------------|-------|
| <hr/>                                                                                  |       |
| FOR CONTRACTOR BEFORE ISSUE SALES TAX EXEMPTION<br>CERTIFICATE                         | CLERK |
| <hr/>                                                                                  |       |
| LIST OF SUBCONTRACTORS/TIN/ TYPE OF WORK/ FOR<br>SALES TAX EXEMPTION CERTIFICATE ISSUE | CLERK |
| <hr/>                                                                                  |       |
| LEGAL EXPENSE ACCOUNT                                                                  |       |
| <hr/>                                                                                  |       |
| ACCOUNT NUMBER FOR PUBLICATION EXPENSE                                                 |       |
| <hr/>                                                                                  |       |

RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH 3<sup>rd</sup> STREET BRIDGE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER STR18003

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the South 3<sup>rd</sup> Street Bridge Repair, Project No. STR18003, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. STR18003 , and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the South 3<sup>rd</sup> Street Bridge Repair Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR18003 , now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a South 3<sup>rd</sup> Street Bridge Repair Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on the 24<sup>th</sup> day of February, 2020, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.



Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on March 3, 2019. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 3<sup>rd</sup> of March 2020, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 10th day of February, 2020 and signed this \_\_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

---

Joel Greer, Mayor

ATTEST:

---

Shari L. Coughenour, CMC, City Clerk



## **SOUTH 3<sup>RD</sup> STREET BRIDGE REPAIR**

**PROJECT NO. STR-18003**

**PREPARED BY:**

**PUBLIC WORKS/ENGINEERING DEPARTMENT**

**CITY OF MARSHALLTOWN**

**24 N. CENTER STREET**

**MARSHALLTOWN, IOWA 50158**

|                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A circular seal for a Licensed Professional Engineer. The outer ring contains the text "LICENSED PROFESSIONAL ENGINEER" at the top and "IOWA" at the bottom, separated by two stars. The center of the seal contains the text "JAY CHARLES KOCH" and "P25428". | <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>Signature: <u><i>Jay C. Koch</i></u> Date: <u>01/28/2020</u></p> <p>Name: <u>Jay C. Koch, P. E.</u></p> <p>Iowa Reg. No. P25428</p> <p>My license renewal date is December 31, 2020</p> <p>Pages or sheets covered by this seal: <u>ALL</u></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## **PART I – BIDDING AND CONTRACT DOCUMENTS**



# OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN  
MARSHALLTOWN, IOWA  
SOUTH 3<sup>RD</sup> STREET BRIDGE REPAIR  
PROJECT NO. STR-18003**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE SOUTH 3RD STREET BRIDGE REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 14<sup>th</sup> day of February 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. STR-18003, the SOUTH 3RD STREET BRIDGE REPAIR is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3<sup>rd</sup> day of March, 2020 for the construction of the SOUTH 3RD STREET BRIDGE REPAIR as described in the plans and specifications for Project No. STR-18003, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9<sup>th</sup> day of March 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the SOUTH 3RD STREET BRIDGE REPAIR in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-18003 the SOUTH 3RD STREET BRIDGE REPAIR.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

| ESTIMATED PROJECT QUANTITIES |                                         |              |      |
|------------------------------|-----------------------------------------|--------------|------|
| Item No.                     | Bid Items                               | Bid Quantity | Unit |
| 1                            | Concrete Panel Removal                  | 500          | SqYd |
| 2                            | Preformed Elastic Neoprene Joint        | 146          | Ft   |
| 3                            | Neoprene Gland Installation and Testing | 178.2        | Ft   |
| 4                            | Rock Flume                              | 4            | Each |
| 5                            | Granular Fill                           | 320.0        | Tons |
| 6                            | Class A Riprap Revetment                | 330.0        | Tons |
| 7                            | Stormwater Pollution Prevention Plan    | 1            | LS   |



| ESTIMATED PROJECT QUANTITIES |                                         |              |      |
|------------------------------|-----------------------------------------|--------------|------|
| Item No.                     | Bid Items                               | Bid Quantity | Unit |
| 8                            | Stormwater Management                   | 1            | LS   |
| 9                            | Seeding, Fertilizing, and Mulching      | 120          | SqYd |
| 10                           | Temporary Traffic Control               | 1            | LS   |
| 11                           | Mobilization                            | 1            | LS   |
| 12                           | Railroad Protective Liability Insurance | 1            | LS   |

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-18003 as proposed by the City Engineer.

### Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

### Pre-bid Conference

A pre-bid conference will not be held for the Project.

### Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 10<sup>th</sup> day of March 2020.

Owner: City of Marshalltown  
 By: Shari L. Coughenour, CMC  
 Title: City Clerk

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2018 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- C. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *Site and Other Areas*
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

## 5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
- B. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - 2. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - 3. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - 4. Technical Data contained in such reports and drawings.
- C. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- D. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- E. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

## 5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

## 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. **See Article 22 for contact information.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.02 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the



Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## ARTICLE 13—BASIS OF BID

### 13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### 13.02 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in

## ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include ~~one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form, and other required documents.~~ The ~~unbound copy of the Bid Form~~ is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 17.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations, as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 19—BONDS AND INSURANCE**

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

## **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract

## **ARTICLE 21—SALES AND USE TAXES**

21.01 Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. A128063. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

## **ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS**

22.01 By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, (Chapter 73, Code of Iowa).

## **ARTICLE 23—ENGINEER INFORMATION**

23.01 The Design Engineering firm is: Calhoun-Burns & Associates

- A. The Engineering firm's contact person is: Jordan P. Denman, P.E.
- B. The firm's address is: West Des Moines, Iowa 50266
- C. Phone (515) 224-4344
- D. Email: [JDenman@calhounburns.com](mailto:JDenman@calhounburns.com)

23.02 The Bidding Engineering firm is: City of Marshalltown Public Works Department

- A. The Engineering firm's contact person is: Jay C. Koch, P.E., Civil Engineer II
- B. The firm's address is:
  - 1. 24 North Center Street
  - 2. Marshalltown, IA 50158
- C. Phone (641) 754-5734
- D. Email: [jkoch@marshalltown-ia.gov](mailto:jkoch@marshalltown-ia.gov)

## **BIDDING DOCUMENTS**

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# **BID FORM FOR CONSTRUCTION CONTRACT**

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

## **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: The City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Bidders Status Form.



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

### 3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

| Item No.                                 | Description                             | Est. Quantity | Unit | Bid Unit Price | Bid Amount |
|------------------------------------------|-----------------------------------------|---------------|------|----------------|------------|
| 1                                        | Concrete Panel Removal                  | 500           | SqYd | \$             | \$         |
| 2                                        | Preformed Elastic Neoprene Joint        | 146           | Ft   | \$             | \$         |
| 3                                        | Neoprene Gland Installation and Testing | 178.2         | Ft   | \$             | \$         |
| 4                                        | Rock Flume                              | 4             | Each | \$             | \$         |
| 5                                        | Granular Fill                           | 320.0         | Ton  | \$             | \$         |
| 6                                        | Class A Riprap Revetment                | 330.0         | Ton  | \$             | \$         |
| 7                                        | Stormwater Pollution Prevention Plan    | 1             | LS   |                | \$         |
| 8                                        | Stormwater Management                   | 1             | LS   |                | \$         |
| 9                                        | Seeding, Fertilizing, and Mulching      | 120           | SqYd | \$             | \$         |
| 10                                       | Temporary Traffic Control               | 1             | LS   |                | \$         |
| 11                                       | Mobilization                            | 1             | LS   |                | \$         |
| 12                                       | Railroad Protective Liability Insurance | 1             | LS   |                | \$         |
| <b>Total of All Unit Price Bid Items</b> |                                         |               |      |                | <b>\$</b>  |

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

## **ARTICLE 4—TIME OF COMPLETION**

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

## **ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

### **5.01 Bid Acceptance Period**

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

### **5.02 Instructions to Bidders**

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

### **5.03 Receipt of Addenda**

- A. Bidder hereby acknowledges receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Addendum Date</b> |
|------------------------|----------------------|
|                        |                      |
|                        |                      |
|                        |                      |

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder’s Certifications

#### A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

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

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if \_\_\_\_\_)

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## BID BOND (PENAL SUM FORM)

|                                                                                                                                                                                                               |                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bidder</b><br>Name: <b>[Full formal name of Bidder]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Bidder's principal place of business]</b>                                     | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                          |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Address ( <i>principal place of business</i> ):<br><b>24 N. Center Street</b><br><b>Marshalltown, IA 50158</b>                                           | <b>Bid</b><br>Project ( <i>name and location</i> ):<br><b>STR-18003 South 3<sup>rd</sup> Street Bridge Repair</b><br><b>Marshalltown, Iowa</b><br><br>Bid Due Date: <b>[Enter date bid is due]</b> |
| <b>Bond</b><br>Penal Sum: <b>[Amount]</b><br><br>Date of Bond: <b>[Date]</b>                                                                                                                                  |                                                                                                                                                                                                    |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. |                                                                                                                                                                                                    |
| Bidder                                                                                                                                                                                                        | Surety                                                                                                                                                                                             |
| _____<br><i>(Full formal name of Bidder)</i>                                                                                                                                                                  | _____<br><i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                      |
| By: _____<br><i>(Signature)</i>                                                                                                                                                                               | By: _____<br><i>(Signature) (Attach Power of Attorney)</i>                                                                                                                                         |
| Name: _____<br><i>(Printed or typed)</i>                                                                                                                                                                      | Name: _____<br><i>(Printed or typed)</i>                                                                                                                                                           |
| Title: _____                                                                                                                                                                                                  | Title: _____                                                                                                                                                                                       |
| Attest: _____<br><i>(Signature)</i>                                                                                                                                                                           | Attest: _____<br><i>(Signature)</i>                                                                                                                                                                |
| Name: _____<br><i>(Printed or typed)</i>                                                                                                                                                                      | Name: _____<br><i>(Printed or typed)</i>                                                                                                                                                           |
| Title: _____                                                                                                                                                                                                  | Title: _____                                                                                                                                                                                       |
| <i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>                                      |                                                                                                                                                                                                    |

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# BIDDERS QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

### 1.01 Provide contact information for the Business:

|                                       |  |                |  |
|---------------------------------------|--|----------------|--|
| Legal Name of Business:               |  |                |  |
| Corporate Office                      |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of corporate office: |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |
| Local Office                          |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of local office:     |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |

### 1.02 Provide information on the Business's organizational structure:

|                                                                                                                                 |                                                                                                                        |                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--|
| Form of Business:                                                                                                               | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |                                                                                           |  |
| <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies: |                                                                                                                        |                                                                                           |  |
| 1.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| 2.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| 3.                                                                                                                              |                                                                                                                        |                                                                                           |  |
| Provide a separate Qualification Statement for each Joint Venturer.                                                             |                                                                                                                        |                                                                                           |  |
| Date Business was formed:                                                                                                       |                                                                                                                        | State in which Business was formed:                                                       |  |
| Is this Business authorized to operate in the Project location?                                                                 |                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |  |

### 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

|                   |  |              |  |
|-------------------|--|--------------|--|
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |



- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

|                                                                                        |  |                     |    |
|----------------------------------------------------------------------------------------|--|---------------------|----|
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |
| Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | Limit of Authority: | \$ |
| Name:                                                                                  |  | Title:              |    |

## ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

|                   |  |                  |  |
|-------------------|--|------------------|--|
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

| Certification                                                                   | Certifying Agency | Certification Date |
|---------------------------------------------------------------------------------|-------------------|--------------------|
| <input type="checkbox"/> Disadvantaged Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Minority Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Woman-Owned Business Enterprise                        |                   |                    |
| <input type="checkbox"/> Small Business Enterprise                              |                   |                    |
| <input type="checkbox"/> Disabled Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Veteran-Owned Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Service-Disabled Veteran-Owned Business                |                   |                    |
| <input type="checkbox"/> HUBZone Business (Historically Underutilized) Business |                   |                    |
| <input type="checkbox"/> Other                                                  |                   |                    |
| <input type="checkbox"/> None                                                   |                   |                    |

## ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

|                                    |                |            |
|------------------------------------|----------------|------------|
| Name of Business's Safety Officer: |                |            |
| Safety Certifications              |                |            |
| Certification Name                 | Issuing Agency | Expiration |
|                                    |                |            |
|                                    |                |            |

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

| Year    |     |      |    |     |      |    |     |      |    |
|---------|-----|------|----|-----|------|----|-----|------|----|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
|         |     |      |    |     |      |    |     |      |    |
|         |     |      |    |     |      |    |     |      |    |

## ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

|                                                                                                                             |  |                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|--|
| Financial Institution:                                                                                                      |  |                                   |  |
| Business address:                                                                                                           |  |                                   |  |
| Date of Business's most recent financial statement:                                                                         |  | <input type="checkbox"/> Attached |  |
| Date of Business's most recent audited financial statement:                                                                 |  | <input type="checkbox"/> Attached |  |
| Financial indicators from the most recent financial statement                                                               |  |                                   |  |
| Contractor's Current Ratio (Current Assets ÷ Current Liabilities)                                                           |  |                                   |  |
| Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) |  |                                   |  |

## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|--|
| Surety Name:                                                                                                                                                                                                                                                                                                                         |                                                          |                 |  |
| Surety is a corporation organized and existing under the laws of the state of:                                                                                                                                                                                                                                                       |                                                          |                 |  |
| Is surety authorized to provide surety bonds in the Project location?                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |                 |  |
| Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                 |  |
| Mailing Address<br>(principal place of business):                                                                                                                                                                                                                                                                                    |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
| Physical Address<br>(principal place of business):                                                                                                                                                                                                                                                                                   |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
|                                                                                                                                                                                                                                                                                                                                      |                                                          |                 |  |
| Phone (main):                                                                                                                                                                                                                                                                                                                        |                                                          | Phone (claims): |  |

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

|                                                                                 |                                    |                                                          |  |
|---------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------|--|
| Name of insurance provider, and type of policy (CLE, auto, etc.):               |                                    |                                                          |  |
| Insurance Provider                                                              | Type of Policy (Coverage Provided) |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Are providers licensed or authorized to issue policies in the Project location? |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Does provider have an A.M. Best Rating of A-VII or better?                      |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Mailing Address<br>(principal place of business):                               |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Physical Address<br>(principal place of business):                              |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
|                                                                                 |                                    |                                                          |  |
| Phone (main):                                                                   |                                    | Phone (claims):                                          |  |

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

|                                                |  |
|------------------------------------------------|--|
| Average number of current full-time employees: |  |
| Estimate of revenue for the current year:      |  |
| Estimate of revenue for the previous year:     |  |

8.02 Provide information regarding the Business's previous contracting experience.

|                                                                                                                                                                       |  |                      |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------|--|--|
| Years of experience with projects like the proposed project:                                                                                                          |  |                      |  |  |
| As a general contractor:                                                                                                                                              |  | As a joint venturer: |  |  |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:                                                                             |  |                      |  |  |
| Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No             |  |                      |  |  |
| Been barred from contracting by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No              |  |                      |  |  |
| Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                |  |                      |  |  |
| Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No                                     |  |                      |  |  |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |                      |  |  |
| Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No                                             |  |                      |  |  |
| Provide full details in a separate attachment if the response to any of these questions is Yes.                                                                       |  |                      |  |  |

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_  
\_\_\_\_\_

Email:

\_\_\_\_\_

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## Schedule A—Current Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |



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## Schedule B—Previous Experience with Similar Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

## Schedule B—Previous Experience with Similar Projects

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization                                                                                                |                 |                        |                |                         |       |
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

|                                                                                                                     |                 |                        |                |                         |       |
|---------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner                                                                                                       |                 |                        | Project Name   |                         |       |
| General Description of Project                                                                                      |                 |                        |                |                         |       |
| Project Cost                                                                                                        |                 |                        | Date Project   |                         |       |
| Key Project Personnel                                                                                               | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name                                                                                                                |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|                                                                                                                     | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner                                                                                                               |                 |                        |                |                         |       |
| Designer                                                                                                            |                 |                        |                |                         |       |
| Construction Manager                                                                                                |                 |                        |                |                         |       |

## Schedule C—Key Individuals

|                                                                                                              |  |                                       |                                   |
|--------------------------------------------------------------------------------------------------------------|--|---------------------------------------|-----------------------------------|
| Project Manager                                                                                              |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project manager                                                                       |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project manager                                                                |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |
| Project Superintendent                                                                                       |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project superintendent                                                                |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project superintendent                                                         |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |

|                                                                                                              |  |                                       |                                   |
|--------------------------------------------------------------------------------------------------------------|--|---------------------------------------|-----------------------------------|
| Safety Manager                                                                                               |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project manager                                                                       |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project manager                                                                |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |
| Quality Control Manager                                                                                      |  |                                       |                                   |
| Name of individual                                                                                           |  |                                       |                                   |
| Years of experience as project superintendent                                                                |  |                                       |                                   |
| Years of experience with this organization                                                                   |  |                                       |                                   |
| Number of similar projects as project superintendent                                                         |  |                                       |                                   |
| Number of similar projects in other positions                                                                |  |                                       |                                   |
| Current Project Assignments                                                                                  |  |                                       |                                   |
| Name of assignment                                                                                           |  | Percent of time used for this project | Estimated project completion date |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
|                                                                                                              |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name                                                                                                         |  | Name                                  |                                   |
| Title/Position                                                                                               |  | Title/Position                        |                                   |
| Organization                                                                                                 |  | Organization                          |                                   |
| Telephone                                                                                                    |  | Telephone                             |                                   |
| Email                                                                                                        |  | Email                                 |                                   |
| Project                                                                                                      |  | Project                               |                                   |
| Candidate's role on project                                                                                  |  | Candidate's role on project           |                                   |

# BIDDER STATUS FORM

## To be completed by all bidders

## Part A

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

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

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

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

## To be completed by resident bidders

## Part B

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

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Address: \_\_\_\_\_

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

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.**

## Worksheet: Authorization to Transact Business

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

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

## **CONTRACT DOCUMENTS**



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## NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: STR-18003

Engineer:

Engineer's Project No.:

Project:

Contract Name: South 3<sup>rd</sup> Street Bridge Repair

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

### **South 3<sup>rd</sup> Street Bridge Repair, STR-18003**

The Contract Price of the awarded Contract is **[\$[Contract Price]]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Marshalltown, Iowa**

By (signature):

Name (printed):

Title:

Copy: Engineer

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# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Repair of damaged bridge joints, repair of spalled concrete on pier, removal of concrete slope protection, and installation of riprap.

## **ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **South 3<sup>rd</sup> Street Bridge Repair, STR-18003**

## **ARTICLE 3 – ENGINEER**

- 3.01 The Owner has retained **Calhoun-Burns & Associates** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

## **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially complete on or before **June 1, 2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 1, 2020**.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any

such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

| Unit Price Work                                                                                           |                                         |               |      |            |                |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------|------|------------|----------------|
| Item No.                                                                                                  | Description                             | Est. Quantity | Unit | Unit Price | Extended Price |
| 1                                                                                                         | Concrete Panel Removal                  | 500           | SqYd | \$         | \$             |
| 2                                                                                                         | Preformed Elastic Neoprene Joint        | 146           | Ft   | \$         | \$             |
| 3                                                                                                         | Neoprene Gland Installation and Testing | 178.2         | Ft   | \$         | \$             |
| 4                                                                                                         | Rock Flume                              | 4             | Each |            |                |
| 5                                                                                                         | Granular Fill                           | 320.0         | Ton  | \$         | \$             |
| 6                                                                                                         | Class A Riprap Revetment                | 330.0         | Ton  | \$         | \$             |
| 7                                                                                                         | Stormwater Pollution Prevention Plan    | 1             | LS   | \$         | \$             |
| 8                                                                                                         | Stormwater Management                   | 1             | LS   | \$         | \$             |
| 9                                                                                                         | Seeding, Fertilizing, and Mulching      | 120           | SqYd | \$         | \$             |
| 10                                                                                                        | Temporary Traffic Control               | 1             | LS   | \$         | \$             |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) |                                         |               |      |            | \$             |

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **3** sheets with each sheet bearing the following general title: **N/A**.
  7. Addenda (numbers [number] to [number], inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. [list exhibits]
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.



## 8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**  
(which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

(where applicable)

State:

\_\_\_\_\_

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# PERFORMANCE BOND

|                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                                                                                | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                                                                                           |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Mailing address ( <i>principal place of business</i> ):<br><b>24 North Center Street</b><br><b>Marshalltown, IA 50158</b>                                                                                       | <b>Contract</b><br>Description ( <i>name and location</i> ):<br><b>STR-18003 South 3<sup>rd</sup> Street Bridge Repair</b><br><b>Marshalltown, Iowa</b><br>Contract Price: <b>[Amount from Contract]</b><br>Effective Date of Contract: <b>[Date from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16 |                                                                                                                                                                                                                                                                     |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.                                    |                                                                                                                                                                                                                                                                     |
| Contractor as Principal                                                                                                                                                                                                                                              | Surety                                                                                                                                                                                                                                                              |
| _____<br><i>(Full formal name of Contractor)</i>                                                                                                                                                                                                                     | _____<br><i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                                                                                       |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                               | By: _____<br><div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>                                                                                                                                                                    |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                     |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                        |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                           | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                          |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                      | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                     |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                        |
| Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.                                                         |                                                                                                                                                                                                                                                                     |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

# PAYMENT BOND

|                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                                                                                | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Surety's principal place of business]</b>                                                                                           |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Mailing address ( <i>principal place of business</i> ):<br><br><b>24 North Center Street<br/>Marshalltown, IA 50158</b>                                                                                         | <b>Contract</b><br>Description ( <i>name and location</i> ):<br><b>STR-18003 South 3<sup>rd</sup> Street Bridge Repair<br/>Marshalltown, Iowa</b><br><br>Contract Price: <b>[Amount, from Contract]</b><br>Effective Date of Contract: <b>[Date, from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18 |                                                                                                                                                                                                                                                                     |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.                                            |                                                                                                                                                                                                                                                                     |
| Contractor as Principal                                                                                                                                                                                                                                              | Surety                                                                                                                                                                                                                                                              |
| <i>(Full formal name of Contractor)</i>                                                                                                                                                                                                                              | <i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                                                                                                |
| By: _____                                                                                                                                                                                                                                                            | By: _____                                                                                                                                                                                                                                                           |
| <i>(Signature)</i>                                                                                                                                                                                                                                                   | <i>(Signature)(Attach Power of Attorney)</i>                                                                                                                                                                                                                        |
| Name: _____                                                                                                                                                                                                                                                          | Name: _____                                                                                                                                                                                                                                                         |
| <i>(Printed or typed)</i>                                                                                                                                                                                                                                            | <i>(Printed or typed)</i>                                                                                                                                                                                                                                           |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                        |
| Attest: _____                                                                                                                                                                                                                                                        | Attest: _____                                                                                                                                                                                                                                                       |
| <i>(Signature)</i>                                                                                                                                                                                                                                                   | <i>(Signature)</i>                                                                                                                                                                                                                                                  |
| Name: _____                                                                                                                                                                                                                                                          | Name: _____                                                                                                                                                                                                                                                         |
| <i>(Printed or typed)</i>                                                                                                                                                                                                                                            | <i>(Printed or typed)</i>                                                                                                                                                                                                                                           |
| Title: _____                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                                                                                                                        |
| Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.                                                         |                                                                                                                                                                                                                                                                     |



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

# WARRANTY BOND

|                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor</b><br>Name: <b>[Full formal name of Contractor]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Address of Contractor's principal place of business]</b>                        | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address ( <i>principal place of business</i> ):<br><b>[Insert address of Surety's principal place of business]</b>                                                                                                                                                                             |
| <b>Owner</b><br>Name: <b>City of Marshalltown</b><br>Address ( <i>principal place of business</i> ):<br><b>24 North Center Street<br/>Marshalltown, IA 50158</b>                                             | <b>Construction Contract</b><br>Description ( <i>name and location</i> ):<br><b>STR-18003 South 3<sup>rd</sup> Street Bridge Repair<br/>Marshalltown, Iowa</b><br><br>Contract Price: <b>[Amount from Contract]</b><br>Effective Date of Contract: <b>[Date from Contract]</b><br><br>Contract's Date of Substantial Completion: <b>[Date from Contract]</b> |
| <b>Bond</b><br>Bond Amount: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b><br><br>Modifications to this Bond form:<br><input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 9      |                                                                                                                                                                                                                                                                                                                                                              |
| Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until <b>five (5)</b> years after such Substantial Completion.                     |                                                                                                                                                                                                                                                                                                                                                              |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative. |                                                                                                                                                                                                                                                                                                                                                              |
| Contractor as Principal                                                                                                                                                                                      | Surety                                                                                                                                                                                                                                                                                                                                                       |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                       | By: _____<br><div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>                                                                                                                                                                                                                                                            |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                              | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                                                                              |
| Title: _____                                                                                                                                                                                                 | Title: _____                                                                                                                                                                                                                                                                                                                                                 |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                   | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                                                                                                                                   |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                              | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                                                                                                                              |
| Title: _____                                                                                                                                                                                                 | Title: _____                                                                                                                                                                                                                                                                                                                                                 |
| Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable. |                                                                                                                                                                                                                                                                                                                                                              |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC®C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **"None"**

## NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR-18003  
Engineer: Calhoun-Burns and Associates Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project: STR-18003 South 3rd Street Bridge Repair  
Contract Name:  
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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## **CONTRACT CONDITIONS**



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

## 10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
  - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall:  
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.



20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on

special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks,

tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall

promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

## 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

## 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

#### A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

- 1. ***Contractor's Verification of Figures and Field Measurements:*** Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by



an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

**B. *Resolving Discrepancies***

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

**3.04 *Requirements of the Contract Documents***

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work

under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the

accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

#### A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the

subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.



- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

## 5.06 *Hazardous Environmental Conditions at Site*

### A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

### B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

### C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

### D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

### E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a

qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1)

any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under

the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  - 4. not seek contribution from insurance maintained by the additional insured; and
  - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions,



or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds

thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or

material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

## 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from the item specified; and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to

changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.



## 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

## 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill

warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a

written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved

variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. 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.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

#### **7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the



Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has

arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or

increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### **9.08 *Inspections, Tests, and Approvals***

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

### **9.09 *Limitations on Owner’s Responsibilities***

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.



#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time

thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 12—CLAIMS

### 12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim

by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the

Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,



disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

**D. Contractor's Fee**

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

**13.02 Allowances**

- A.** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:** Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

### **14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the

Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by

Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation

warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### *C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or



- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and

other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written

recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the

Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.



- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **18.04 *Limitation of Damages***

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or

damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

#### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

#### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

#### 18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## **ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

No Supplementary Conditions in this Article.

## **ARTICLE 2—PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### *2.02 Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

## 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

### 1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

## 2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.



- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
  - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
  - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
  - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
  - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from

third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications,

undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### *3.03 Reporting and Resolving Discrepancies*

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
  - 1) Agreement with Change Orders or Modifications
  - 2) Specific Project Requirements
  - 3) Supplementary Conditions
  - 4) General Conditions
  - 5) Specifications (Part II)

6) Drawings

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

*4.05 Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

*5. Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
  - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
    - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
    - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
  - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
  - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
  - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as

“abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

## **ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.03 Subsurface and Physical Conditions**

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                | None           |
|              |                |                |
|              |                |                |

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [

| Drawings Title | Date of Drawings | Technical Data |
|----------------|------------------|----------------|
|                |                  | None           |
|                |                  |                |
|                |                  |                |

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer’s Office during regular business hours, or may request copies from Engineer.

### **5.06 Hazardous Environmental Conditions**

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                | None           |
|              |                |                |

| Report Title | Date of Report | Technical Data |
|--------------|----------------|----------------|
|              |                |                |

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

| Drawings Title | Date of Drawings | Technical Data |
|----------------|------------------|----------------|
|                |                  | None           |
|                |                  |                |
|                |                  |                |

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located,

(b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### 6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

| <b>Workers' Compensation and Related Policies</b>                                                                                                                                           | <b>Policy limits of not less than:</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Workers' Compensation</b>                                                                                                                                                                |                                        |
| State                                                                                                                                                                                       | Statutory                              |
| Applicable Federal (e.g., Longshoreman's)                                                                                                                                                   | Statutory                              |
| Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable                                                                                                 | Statutory                              |
| <b>Jones Act (if applicable)</b>                                                                                                                                                            |                                        |
| Bodily injury by accident—each accident                                                                                                                                                     | Not Applicable                         |
| Bodily injury by disease—aggregate                                                                                                                                                          | Not Applicable                         |
| <b>Employer's Liability</b>                                                                                                                                                                 |                                        |
| Each accident                                                                                                                                                                               | \$500,000                              |
| Each employee                                                                                                                                                                               | \$500,000                              |
| Policy limit                                                                                                                                                                                | \$1,000,000                            |
| <b>Stop-gap Liability Coverage</b>                                                                                                                                                          |                                        |
| For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: | Not Applicable                         |

- E. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property

wherever located, including loss of use resulting therefrom.

- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured's vicarious liability, strict liability, or



statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

| Commercial General Liability                      | Policy limits of not less than: |
|---------------------------------------------------|---------------------------------|
| General Aggregate                                 | \$2,000,000                     |
| Products—Completed Operations Aggregate           | \$1,000,000                     |
| Personal and Advertising Injury                   | \$1,000,000                     |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000                     |

- I. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability                                      | Policy limits of not less than: |
|-----------------------------------------------------------|---------------------------------|
| <b>Bodily Injury</b>                                      |                                 |
| Each Person                                               | \$1,000,000                     |
| Each Accident                                             | \$1,000,000                     |
| <b>Property Damage</b>                                    |                                 |
| Each Accident                                             | \$1,000,000                     |
| <b>[or]</b>                                               |                                 |
| <b>Combined Single Limit</b>                              |                                 |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000                     |

- J. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|------------------------------|---------------------------------|
| Each Occurrence              | \$5,000,000                     |
| General Aggregate            | \$5,000,000                     |

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability

through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. ***Contractor's Pollution Liability Insurance:*** Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| <b>Contractor's Pollution Liability</b> | <b>Policy limits of not less than:</b> |
|-----------------------------------------|----------------------------------------|
| Each Occurrence/Claim                   | Not Applicable                         |
| General Aggregate                       | Not Applicable                         |

- M. ***Contractor's Professional Liability Insurance:*** If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

| <b>Contractor's Professional Liability</b> | <b>Policy limits of not less than:</b> |
|--------------------------------------------|----------------------------------------|
| Each Claim                                 | Not Applicable                         |
| Annual Aggregate                           | Not Applicable                         |

- N. ***Railroad Protective Liability Insurance:*** Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Union Pacific Railroad Protective Liability Insurance

| <b>Railroad Protective Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|------------------------------------------------|----------------------------------------|
| Each Claim                                     | \$2,000,000                            |
| Aggregate                                      | \$6,000,000                            |

- O *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

| <b>Unmanned Aerial Vehicle Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|----------------------------------------------------|----------------------------------------|
| Each Claim                                         | Not Applicable                         |
| General Aggregate                                  | Not Applicable                         |

- P. *Other Required Insurance:* None

**6.04 Builder’s Risk and Other Property Insurance**

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
- 10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - a. None
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
  - a. None.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### *7.03 Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday."

### *7.10 Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to

supplies or materials not incorporated into the Work.

## **ARTICLE 8—OTHER WORK AT THE SITE**

No Supplementary Conditions in this Article.

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

### *9.13 Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

### *9.13 Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work.

## **ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

### *10.03 Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

## **ARTICLE 11—CHANGES TO THE CONTRACT**

No Supplementary Conditions in this Article.

## **ARTICLE 12—CLAIMS**

No Supplementary Conditions in this Article.

## **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### *13.01 Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

*E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No Supplementary Conditions in this Article.

**ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

*15.01 Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the Contractor.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

#### *15.06 Final Payment*

SC-15.06 Delete Paragraph 15.06.E in its entirety and insert the following in its place:

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor on or before thirty (30) days after completion and acceptance by resolution of the City Council of the final Application for Payment from Engineer.

#### *15.08 Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be four (4) years after Substantial Completion.

### **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

### **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

#### *17.02 Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.



## **ARTICLE 18—MISCELLANEOUS**

No Supplementary Conditions in this Article.

## **ARTICLE 19—FEDERAL REQUIREMENTS**

SC-19.01 Add Article 19 titled “FEDERAL REQUIREMENTS”

SC-19.02 Add Article 19.01 with the title “Conflict of Interest”:

### *19.01 Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add Article 19.02 with the title “Gratuities”:

### *19.02 Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.02.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

**END OF SECTION**

## EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

| Item  | Electronic Documents                                                                                                                                                                                                                                                                                      | Transmittal Means          | Data Format | Note (1) |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------|----------|
| a.1   | General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.                                                                                                                                                 | Email                      | Email       |          |
| a.2   | Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.                                                                                                                                                                                                                       | Email w/ Attachment        | PDF         | (2)      |
| a.3   | Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment. | Email w/ Attachment        | PDF         |          |
| a.4   | Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.               | Email w/ Attachment or LFE | PDF         |          |
| a.5   | Layouts and drawings to be submitted to Owner for future use and modification.                                                                                                                                                                                                                            | Email w/ Attachment or LFE | DWG         |          |
| a.6   | Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.                                                                                                                                                                                      | Email w/ Attachment or LFE | DOC         |          |
| a.7   | Spreadsheets and data to be submitted to Owner for future data processing use and modification.                                                                                                                                                                                                           | Email w/ Attachment or LFE | EXC         |          |
| a.8   | Database files and data to be submitted to Owner for future data processing use and modification.                                                                                                                                                                                                         | Email w/ Attachment or LFE | DB          |          |
| Notes |                                                                                                                                                                                                                                                                                                           |                            |             |          |
| (1)   | All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.                                                                                                                                                                                               |                            |             |          |
| (2)   | Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.                                                                                                                                                                                                                  |                            |             |          |
| Key   |                                                                                                                                                                                                                                                                                                           |                            |             |          |
| Email | Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies                                                                                                                                         |                            |             |          |
| LFE   | Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)                                                                                                                                                                                                                                         |                            |             |          |
| PDF   | Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later                                                                                                                                                                                                                           |                            |             |          |
| DWG   | Autodesk® AutoCAD .dwg format Version 2015                                                                                                                                                                                                                                                                |                            |             |          |
| DOC   | Microsoft® Word .docx format Version 2013                                                                                                                                                                                                                                                                 |                            |             |          |
| EXC   | Microsoft® Excel .xls or .xml format Version 2013                                                                                                                                                                                                                                                         |                            |             |          |
| DB    | Microsoft® Access .mdb format Version 2013                                                                                                                                                                                                                                                                |                            |             |          |

**EXHIBIT B— FORESEEABLE BAD WEATHER DAYS**

| Month                                                                                                                                                              | Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$ | Ambient Outdoor Air Temperature (degrees F)                                                                        |                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                    |                                                                                                                  | Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$ | Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$ |
| January                                                                                                                                                            | 0                                                                                                                | 31                                                                                                                 | 0                                                                                                                  |
| February                                                                                                                                                           | 0                                                                                                                | 29                                                                                                                 | 0                                                                                                                  |
| March                                                                                                                                                              | 7                                                                                                                | 31                                                                                                                 | 0                                                                                                                  |
| April                                                                                                                                                              | 12                                                                                                               | 12                                                                                                                 | 0                                                                                                                  |
| May                                                                                                                                                                | 20                                                                                                               | 0                                                                                                                  | 0                                                                                                                  |
| June                                                                                                                                                               | 22                                                                                                               | 0                                                                                                                  | 0                                                                                                                  |
| July                                                                                                                                                               | 22                                                                                                               | 0                                                                                                                  | 0                                                                                                                  |
| August                                                                                                                                                             | 20                                                                                                               | 0                                                                                                                  | 0                                                                                                                  |
| September                                                                                                                                                          | 17                                                                                                               | 0                                                                                                                  | 0                                                                                                                  |
| October                                                                                                                                                            | 13                                                                                                               | 6                                                                                                                  | 0                                                                                                                  |
| November                                                                                                                                                           | 8                                                                                                                | 30                                                                                                                 | 0                                                                                                                  |
| December                                                                                                                                                           | 0                                                                                                                | 31                                                                                                                 | 0                                                                                                                  |
| Notes:                                                                                                                                                             |                                                                                                                  |                                                                                                                    |                                                                                                                    |
| 1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain. |                                                                                                                  |                                                                                                                    |                                                                                                                    |

## **ADDITIONAL FORMS**

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# CONTRACTOR'S APPLICATION FOR PAYMENT

|                    |                                            |                                  |           |
|--------------------|--------------------------------------------|----------------------------------|-----------|
| <b>Owner:</b>      | City of Marshalltown                       | <b>Owner's Project No.:</b>      | STR-18003 |
| <b>Engineer:</b>   | Calhoun-Burns & Associates                 | <b>Engineer's Project No.:</b>   |           |
| <b>Contractor:</b> |                                            | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>    | South 3 <sup>rd</sup> Street Bridge Repair |                                  |           |
| <b>Contract:</b>   |                                            |                                  |           |

**Application No.:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_  
**Application Period:**     **From** \_\_\_\_\_ **to** \_\_\_\_\_

|                                                                                                                        |    |   |
|------------------------------------------------------------------------------------------------------------------------|----|---|
| 1. Original Contract Price                                                                                             | \$ | - |
| 2. Net change by Change Orders                                                                                         | \$ | - |
| 3. Current Contract Price (Line 1 + Line 2)                                                                            | \$ | - |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ |   |
| 5. Retainage                                                                                                           |    |   |
| a. _____ X \$ _____ Work Completed                                                                                     | \$ |   |
| b. _____ X \$ _____ Stored Materials                                                                                   | \$ |   |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                               | \$ |   |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                                         | \$ |   |
| 7. Less previous payments (Line 6 from prior application)                                                              |    |   |
| 8. Amount due this application                                                                                         | \$ |   |
| 9. Balance to finish, including retainage (Line 3 - Line 4)                                                            | \$ |   |

## Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Recommended by Engineer

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## Approved by Owner

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## Approved by Funding Agency

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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| Progress Estimate - Unit Price Work | Contractor's Application for Payment |
|-------------------------------------|--------------------------------------|
|-------------------------------------|--------------------------------------|

Owner's Project No.: STR-18003

Engineer's Project No.:

Contractor's Project No.:

|                         |                            |             |           |                          |
|-------------------------|----------------------------|-------------|-----------|--------------------------|
| <b>Application No.:</b> | <b>Application Period:</b> | <b>From</b> | <b>to</b> | <b>Application Date:</b> |
|-------------------------|----------------------------|-------------|-----------|--------------------------|

| A                        | B           | C                    | D     | E               | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |
|--------------------------|-------------|----------------------|-------|-----------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|
| Bid Item No.             | Description | Contract Information |       |                 |                                | Work Completed                              |                                              | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                          |             | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |                                            |                                                          |                                |                                |
| Original Contract        |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
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|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
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|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
|                          |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |
| Original Contract Totals |             |                      |       |                 | \$                             | \$                                          | \$                                           | \$                                         | \$                                                       |                                | \$                             |
| Change Orders            |             |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |





## CHANGE ORDER NO.: [#]

|                |                                            |                           |           |
|----------------|--------------------------------------------|---------------------------|-----------|
| Owner:         | City of Marshalltown                       | Owner's Project No.:      | STR-18003 |
| Engineer:      | Calhoun-Burns & Associates                 | Engineer's Project No.:   |           |
| Contractor:    |                                            | Contractor's Project No.: |           |
| Project:       | South 3 <sup>rd</sup> Street Bridge Repair |                           |           |
| Contract Name: |                                            |                           |           |
| Date Issued:   | Effective Date of Change Order:            |                           |           |

The Contract is modified as follows upon execution of this Change Order:

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

| Change in Contract Price                                                                                                                | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ _____                                                                                                    | Original Contract Times:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                                                   |
| <b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> :<br>\$ _____ | <b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> :<br>Substantial Completion: _____<br>Ready for final payment: _____ |
| Contract Price prior to this Change Order:<br>\$ _____                                                                                  | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                                 |
| <b>[Increase] [Decrease]</b> this Change Order:<br>\$ _____                                                                             | <b>[Increase] [Decrease]</b> this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                            |
| Contract Price incorporating this Change Order:<br>\$ _____                                                                             | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for final payment: _____                                                                            |

|                                                                                                                                                                                                                                                 |                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## FIELD ORDER NO.: [FO#]

Owner: City of Marshalltown                      Owner's Project No.: STR-18003  
Engineer: Calhoun-Burns & Associates                      Engineer's Project No.:  
Contractor:                      Contractor's Project No.:  
Project: South 3<sup>rd</sup> Street Bridge Repair  
Contract Name:  
Date Issued:                      Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

### Reference:

Specification Section(s):

Drawing(s) / Details (s):

### Description:

**[Description of the change to the Work]**

### Attachments:

**[List documents supporting change]**

### Issued by Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **PART II – TECHNICAL SPECIFICATIONS**

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## **DIVISION 1 – GENERAL REQUIREMENTS**



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## **SECTION 01 11 00 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS**

The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

#### **1.02 DEFINITIONS**

- A. The definitions shall be as presented in the General Conditions, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," "Architect" – Calhoun-Burns & Associates, West Des Moines, IA: telephone number: (515) 224-4344 and Marshalltown Public Works Engineering Department, with a mailing address of 24 N. Center Street, Marshalltown, Iowa 501581; telephone number: (641) 754-5734.
- C. "Owner" or "City" – City of Marshalltown, Iowa, as represented by its proper authorities and with the mailing address of 24 N. Center Street, Marshalltown, Iowa 50158.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

#### **1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS**

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
  - 1. Division 1 - General Requirements
  - 2. Division 7 - Streets and Related Work
  - 3. Division 8 – Traffic Control
  - 4. Division 9 – Site Work and Landscaping
  - 5. Division 11 – Miscellaneous
- B. The contract drawings or plans, which depict the contract work of the project and upon which the contract is based are those drawings listed sheets 1 through 3 prepared by Calhoun-Burns & Associates Dated 10/12/2019.
- C. The drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.
- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work, which is required. There is no attempt to make complete classification according to trade or any agreements, which may exist

between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility. Refer to the General Conditions.

#### **1.04 LOCATION OF THE WORK**

The work under this contract is located in Marshalltown, Iowa in Marshall, County, Iowa, on properties for which easements and/or title have been obtained by the Owner.

#### **1.05 WORK COVERED BY CONTRACT DOCUMENTS**

The broad scope of the project covered under these contract documents includes, but is not limited to, repair of damaged bridge joints, repair of spalled concrete on pier, removal of concrete slope protection, and installation of riprap for the City of Marshalltown, Iowa.

#### **1.06 CONTRACTS**

The work shall be performed under one schedule, as listed on the Proposal Form.

#### **1.07 WORK BY OTHERS**

Refer to the General and Supplementary Conditions.

#### **1.08 CONTRACTOR'S RESPONSIBILITIES AND DUTIES**

##### **A. General:**

1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.

##### **B. Continuous Operation:**

1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
2. Each Contractor shall schedule all required work so as to minimize the interruption of the continuous operation of the existing facilities and functions.
3. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The schedule and procedure shall be reviewed and approved by the Engineer and the Owner prior to commencement of these operations.
4. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The

Contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.

5. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Underground Utilities:

1. Iowa One Call Locates: 1-800-292-8989
2. Water Lines: One Call – Marshalltown Water Works – Jason Towne
3. Sanitary Sewer: One Call – City of Marshalltown -
4. Gas Lines: One Call – Alliant Energy / Consumers Energy
5. Electrical: One Call – Alliant Energy / Consumers Energy
6. Telephone/Cable: One Call – Century Link/Windstream/Mediacom.

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.

- E. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.

- F. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

- G. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

**1.09 UNFAVORABLE CONSTRUCTION CONDITIONS:**

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality efficiency thereof, unless special means or

precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

**1.10 PRESERVATION OF MONUMENTS AND STAKES:**

- A. Refer to the General Conditions and the Supplementary Conditions.
- B. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

**1.11 METHODS OF OPERATION:**

- A. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
- B. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefore.
- C. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

**1.12 CONDUCT OF WORK:**

- A. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
- B. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- C. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.

- D. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.
- E. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

#### **1.13 PARTIAL OWNER OCCUPANCY**

- A. If portions of the facilities will be in operation before final construction is completed, the Owner reserves the right to utilize the facilities in the manner for which they were designed. This continued operation shall in no way indicate final acceptance prior to completion of the project.
- B. Refer also to the General Conditions and the Supplementary Conditions.

#### **1.14 PERMITS AND REGULATIONS**

Refer to the General Conditions and the Supplementary Conditions.

END OF SECTION

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## **SECTION 01 20 00 - MEASUREMENT AND PAYMENT**

### **PART 1 - GENERAL**

#### **1.01 GENERAL**

- A. The General Provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. The intention of the Proposal Form is to include full compensation for all labor, materials, equipment, supervision, and other incidental items necessary for the performing of and completion of the items of work in place, in accordance with the Contract Documents for payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. All items of work necessary to produce the intended results NOT specifically contained in the Proposal Form shall be considered incidental work to the Proposal Form item without allowance for separate, additional compensation.
- C. All cost of all work described in Division 1, unless otherwise specified shall be considered incidental, with no separate measurement or payment.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 MEASUREMENT**

- A. The determination of final quantities of Work performed under the Contract will be made by the Engineer, based upon measurements made by him or his assistants. Measurement of completed work shall be in units as shown on the Proposal Form for unit price items or completion of Work items listed and shown on the accepted schedule of values for lump sum items.
- B. The Contractor shall participate in the measurement of completed Work unless otherwise agreed.
- C. Specific differences in measurement or classification of Work are to be resolved at the time of measurement.
- D. All measurements shall be completed on a regular basis.



**3.02 APPLICATION FOR PAYMENT**

- A. The Contractor shall prepare and submit progress payment requests on forms provided by or approved by the Owner.
- B. All submissions shall be made in accordance with the requirements of the General Conditions and Supplementary Conditions as hereinafter modified:
  - 1. Modifications: NONE

**3.03 PAYMENT**

- A. All payments shall be made in accordance with the requirements of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:
  - 1. Modifications: NONE
- B. Payment will be made in accordance with the respective unit or lump sum prices as shown on the Proposal Form.

**3.04 PAYMENTS TO BE WITHHELD**

All payments due the Contractor including payment for stored material shall be subject to retainage and withholding due to uncompleted work in accordance with the provisions of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

- A. Modifications: NONE

**3.05 PAYMENT ITEMS**

Payment items shall be as listed on the Proposal Form.

END OF SECTION

## **SECTION 01 25 00 - SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.

#### **1.02 SCOPE**

This section provides a description of the general requirements for the submission, review, and acceptance of substitute items of material and equipment.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

END OF SECTION

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## **SECTION 01 31 13 - COORDINATION**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the contract, including General Conditions and Supplementary Conditions shall apply to the work covered in this Section.
- B. Related requirements specified elsewhere.
  - 1. Summary of Work - Section 01 11 00
  - 2. Project Meetings and Job Site Administration - Section 01 31 19.

#### **1.02 SCOPE AND DESCRIPTION**

This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. All Contractors or subcontractors working on specific portions of the project shall schedule and conduct their Work as not to impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

#### **3.02 SITE WORK COORDINATION**

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner, and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.
- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Coordination is considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Coordination is considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
  - 1. Coordination: Section 01 31 13

#### **1.02 SCOPE**

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
  - 1. Date, time and place of the meeting
  - 2. Purpose of the meeting
  - 3. Names of people invited to the meeting
  - 4. Additional information as necessary

#### **3.02 PRECONSTRUCTION CONFERENCE**

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
  - 1. Contract and Legal Documents and Specifications
  - 2. Drawings
  - 3. General construction requirements
  - 4. Coordination of different contractors
  - 5. Pay request procedure
  - 6. Shop drawing submittal

7. Project observation and testing
8. Coordination with affected governmental agencies and utility companies.

### **3.03 PROGRESS MEETINGS**

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

### **3.04 JOB SITE ADMINISTRATION**

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

#### **1.02 SCOPE**

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

### **PART 2 - PRODUCTS**

#### **2.01 SHOP DRAWINGS**

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

#### **2.02 PRODUCT DATA**

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.



**2.03 SAMPLES**

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

**PART 3 - EXECUTION****3.01 SHOP DRAWING AND PRODUCT DATA**

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

**3.02 SAMPLES**

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

**PART 4 - MEASUREMENT AND PAYMENT****4.01 METHOD OF MEASUREMENT**

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

**4.02 BASIS OF PAYMENT**

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 45 00 - QUALITY CONTROL**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

#### **1.02 SCOPE**

This Section is intended to describe the Contractor's responsibilities regarding quality control.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 TESTING LABORATORY SERVICES**

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

#### **3.02 FACTORY TESTS**

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

### **3.03 FIELD TESTS**

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

Quality control is considered incidental Work with no separate measurement to be made.

### **4.02 BASIS OF PAYMENT**

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 50 00 - TEMPORARY FACILITIES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

#### **1.02 SCOPE**

This section describes the temporary facilities to be provided by the Contractor during the Work.

#### **1.03 PAYMENT**

Refer to Section 01 20 00 - Measurement and Payment

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 TEMPORARY ELECTRICAL**

It will be the Contractor's responsibility to make arrangements for, provide, obtain, and pay for temporary construction power as required for lighting and construction needs.

#### **3.02 TEMPORARY WATER**

- A. It will be the Contractor's responsibility to provide, obtain and pay for all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State, and Local health regulations.

#### **3.03 TEMPORARY SANITARY FACILITIES**

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed, and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and Local health regulations.

#### **3.04 ROADS**

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.

- B. The Contractor shall obtain the approval of the appropriate township, county, state, or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

### **3.05 SIGNS**

No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men," "Danger," "High Voltage," etc.

### **3.06 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT**

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be; not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured; not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area.
- D. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20-foot candles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- E. All temporary lighting and power shall use UL approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

### **3.07 TEMPORARY FENCES/GATES**

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences, which interfere with the Work, shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.
- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged, or destroyed shall be purchased and installed as required.

- D. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.
- F. All loss of livestock due to negligence shall be the responsibility of the contractor.

### **3.08 TEMPORARY OPERATIONS**

When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the plant site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

### **3.09 SITE CLEANUP**

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

- A. Quality control is considered incidental Work with no separate measurement to be made.
- B. Refer to Section 01 52 13 - Field Offices and Sheds

### **4.02 BASIS OF PAYMENT**

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

## **SECTION 01 57 00 - TEMPORARY CONTROLS**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

#### **1.02 SCOPE**

This section is intended to describe the temporary controls to be provided by the Contractor.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

#### **3.02 NOISE CONTROL**

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

#### **3.03 DUST CONTROL**

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

#### **3.04 WATER CONTROL**

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.
- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.



**3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.**

**PART 4 - MEASUREMENT AND PAYMENT**

**4.01 METHOD OF MEASUREMENT**

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

**4.02 BASIS OF PAYMENT**

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

## **SECTION 01 77 00 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

#### **1.02 SCOPE**

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### **3.01 CLEANUP**

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

**3.02 PROJECT RECORDS**

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

**3.03 FINAL INSPECTION**

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

**3.04 GUARANTEE**

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such

replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.

- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

### **3.05 LIENS**

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 METHOD OF MEASUREMENT**

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

### **4.02 BASIS OF PAYMENT**

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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## **DIVISION 7 - STREETS AND RELATED WORK**

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## SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 -GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Pavement
- B. Curb and Gutter

#### **1.02 DESCRIPTION OF WORK**

Includes the requirements for the construction of full depth PCC pavement and curb and gutter.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Two weeks prior to commencing any PCC pavement placement, submit a paving mix design for each different source of aggregate to be used for review and approval by the Engineer.
- C. Submit mixes or mix designs approved by the Iowa Department of Transportation or an independent testing laboratory.
- D. Maturity curves for paving mixes and maturity reading results.
- E. Submit all testing and certifications according to Section 7010, 3.07.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, HANDLING, AND SALVAGING**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
  - 1. Aggregate Storage: Comply with Iowa DOT Article 2301.02, C.
  - 2. Cement and Fly Ash: Comply with Iowa DOT Article 2301.02, C.
  - 3. Admixtures: Store in suitable weather tight enclosures which will preserve quality.
  - 4. Reinforcing Steel: Store off ground on timbers or other supports.



**1.06 SCHEDULING AND CONFLICTS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on plans.

**1.07 SPECIAL REQUIREMENTS**

None

**1.08 MEASUREMENT AND PAYMENT**

- A. PCC Pavement:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area.
  - 2. Payment: Payment will be at the unit price per square yard for each thickness of PCC pavement.
  - 3. Includes: Unit price includes, but is not limited to, final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, pavement smoothness testing, and quality control for stringless paving.
- B. Air Content Deficiency:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement subject to a unit price reduction for air content deficiency according to Section 7010, 3.07.
  - 2. Payment: Payment will be at the reduced unit price according to Table 7010.03 for each thickness of PCC pavement. If there is an air content deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.
- C. Pavement Smoothness Deficiency:
  - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement subject to a unit price reduction for pavement smoothness according to Section 7010, 3.07.
  - 2. Payment: Payment will be at the reduced unit price according to Table 7010.04 for each thickness of PCC pavement. If there is a pavement smoothness deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.

**D. PCC Pavement Thickness Deficiency:**

1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement that has deficient pavement thickness as determined in Table 7010.05.
2. Payment: Payment will be at the percentage of the unit price indicated in Table 7010.05 for each different thickness of PCC pavement. If there is a pavement thickness deficiency on a privately contracted roadway project, the Jurisdiction ultimately accepting ownership of the roadway will receive the penalty payment prior to acceptance of the work.

**E. Curb and Gutter:**

1. Measurement: Measurement will be in linear feet measured along the face of the curb for each different width and thickness of curb and gutter.
2. Payment: Payment will be at the unit price per linear feet of curb and gutter.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**F. Beam Curb:**

1. Measurement: Measurement will be in linear feet measured along the face of the curb.
2. Payment: Payment will be at the unit price per linear feet of beam curb.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**G. Concrete Median:**

1. Measurement: Measurement will be in square yards of concrete median. When the curb is integral with the pavement, the width will be measured from back of curb to back of curb.
2. Payment: Payment will be at the unit price per square yard of concrete median.
3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures.

**H. PCC Railroad Crossing Approach:**

1. Measurement: Measurement will be in square yards of railroad crossing approach.
2. Payment: Payment will be at the unit price per square yard of railroad crossing approach.
3. Includes: Unit price includes, but is not limited to, excavation for modified subbase and subdrain, furnishing and installing subdrain, furnishing and

- installing subdrain outlet or connection to storm sewer, furnishing and installing porous backfill material, furnishing and installing fiber board barrier, furnishing and placing modified subbase material, furnishing and installing reinforcing steel and tie bars, furnishing and placing concrete, furnishing, placing, and compacting HMA.
- I. PCC Pavement Samples and Testing:
    - 1. Measurement: Lump sum item; no measurement will be made.
    - 2. Payment: Payment will be at the lump sum price for PCC pavement samples and testing.
    - 3. Includes: Lump sum price includes, but is not limited to, certified plant inspection, pavement thickness cores, profilograph pavement smoothness measurement (when required by the contract documents), and maturity testing.
  - J. Granular Surfacing: Comply with Section 7030 for granular surfacing material placed at intersecting roads, driveways, and turnouts.
  - K. PCC Pavement Widening:
    - 1. Measurement: Measurement will be in square yards for each different thickness of PCC pavement widening. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement widening area.
    - 2. Payment: Payment will be at the unit price per square yard for each thickness of PCC pavement widening.
    - 3. Includes: Unit price includes, but is not limited to, final subgrade/subbase preparation, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness.
  - L. Pavement Removal: Comply with Section 7040.
  - M. Fixture Adjustment: Comply with Section 6010 for adjustment of manholes and intakes and Section 5020 for adjustment of water valves and fire hydrants.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Cement: Meet the requirements of Iowa DOT Section 4101 and Materials I.M. 401, including Type I and Type II cements and blended hydraulic cements Type 1P, Type 1S, and Type 1L.
- B. Supplementary Cementitious Materials (SCM):
  - 1. Fly Ash: Comply with Iowa DOT Section 4108.
  - 2. Ground Granulated Blast Furnace Slag (GGBFS): Comply with Iowa DOT Section 4108.

3. Limestone: Comply with Iowa DOT Materials I.M. 401.

C. Fine Aggregate for Concrete:

1. Meet the requirements of Iowa DOT Section 4110 and Materials I.M. 409, Source Approvals for Aggregates.
2. Comply with the following gradation:

**Iowa DOT Article 4109.02, Gradation No. 1 in the Aggregate Gradation Table.**

| Sieve Size | Percent Passing |
|------------|-----------------|
| 3/8"       | 100             |
| No. 4      | 90 to 100       |
| No. 8      | 70 to 100       |
| No. 30     | 10 to 60        |
| No. 200    | 0 to 1.5        |

3. The Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

D. Coarse Aggregate for Concrete:

1. Crushed stone particles with Class 2 durability complying with Iowa DOT Section 4115 and Materials I.M. 409, Source Approvals for Aggregates.
2. Comply with one of the following gradations:

| Sieve Size | Gradation No. 3<br>Percent Passing | Gradation No. 4<br>Percent Passing | Gradation No. 5<br>Percent Passing |
|------------|------------------------------------|------------------------------------|------------------------------------|
| 1/2"       | 100                                | 100                                | ----                               |
| 1"         | 95 to 100                          | 50 to 100                          | 100                                |
| 3/4"       | -----                              | 30 to 100                          | 90 to 100                          |
| 1/2"       | 25 to 60                           | 20 to 75                           | -----                              |
| 3/8"       | -----                              | 5 to 55                            | 20 to 55                           |
| No. 4      | 0 to 10                            | 0 to 10                            | 0 to 10                            |
| No. 8      | 0 to 5                             | 0 to 5                             | 0 to 5                             |
| No. 200    | 0 to 1.5                           | 0 to 1.5                           | 0 to 1.5                           |

**Iowa DOT Article 4109.02, Gradation No. 3, 4, and 5 in the Aggregate Gradation Table.**

3. The Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

E. Intermediate Aggregate for Concrete: Use if specified in contract documents.

1. Meet the requirements of Iowa DOT Section 4112 and Materials I.M. 409, Source Approvals for Aggregates.

2. For crushed limestone or dolomite, meet the durability class required for the coarse aggregate. When gravel durability is lower than the coarse aggregate durability requirements, pea gravel is not to exceed 15% of the total aggregate mix.
3. Comply with the following aggregate gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 1/2"       | 95 to 100       |
| 3/8"       | -----           |
| No. 4      | -----           |
| No. 8      | 0 to 10         |

Iowa DOT Article 4109.02, Gradation No. 2 in the Aggregate  
Gradation Table

4. The Engineer may authorize a change in gradation subject to materials locally available at the time of construction.
- F. Water Requirements: Comply with Iowa DOT Section 4102. Potable water obtained from a municipal supply, suitable for drinking, may be accepted without testing.
- G. Admixtures: Meet the requirements for the liquid admixtures shown below. Other admixtures may be used subject to the approval of the Engineer.
1. Air Entrainment Admixture: Comply with Iowa DOT Section 4103.
  2. Retarding and Water Reducing Admixtures: Comply with Iowa DOT Section 4103.
  3. Accelerating admixtures (calcium chloride): Comply with Iowa DOT Article 2529.02.
- H. Bars: Comply with Iowa DOT Section 4151 for tie bars and dowel bars. Meet the tie bar requirements for bar mats. All bars must be epoxy coated.
- I. Expansion Tubes: Comply with Iowa DOT Section 4191.
- J. Metal Keyways: Comply with Iowa DOT Section 4191.
- K. Supports for Bars: Comply with Iowa DOT Materials I.M. 451.01.
- L. Joint Fillers and Sealers:
1. Joint Sealers: Comply with Iowa DOT Article 4136.02.
  2. Preformed Expansion Joint Fillers and Sealers: Use the following types of preformed materials for filling expansion joints that comply with Iowa DOT Article 4136.03. When the type is not specified, use a resilient filler.
    - a. Resilient filler
    - b. Flexible foam expansion joint filler
    - c. Tire buffings expansion joint filler
    - d. Elastomeric joint seals

M. Liquid Curing Compound: Comply with Iowa DOT Section 4105.

N. Covering:

1. Burlap: Comply with Iowa DOT Section 4104.
2. Plastic Film: Comply with Iowa DOT Section 4106.
3. Insulating Cover: Comply with Iowa DOT Section 4106.

O. Grout Systems: Use polymer grouts that comply with Iowa DOT Materials I.M. 491.11.

## **2.02 CONCRETE MIXES**

A. Mix Design:

1. Comply with Iowa DOT Class C or Class M mix meeting the requirements of Materials I.M. 529. If higher durability mixes are specified, use C-SUD or CV-SUD mixes.
2. Ensure compatibility of all material combinations. If the concrete materials are not producing a workable concrete mixture, a change in the material may be required.
3. Changes will be at no additional cost to the Contracting Authority.

B. Consistency and Workability:

1. Slump:
  - a. Use an amount of mixing water that will produce workable concrete of uniform consistency. Unless specifically modified by the Engineer, ensure slump, measured according to Iowa DOT Materials I.M. 317, is no less than 1/2 inch or no more than 2 1/2 inches for machine finish and no less than 1/2 inch and no more than 4 inches for hand finish.
  - b. If it is not possible to produce concrete having the required consistency without exceeding the maximum allowable water to cement ratio specified, the cement content may be increased or water reducing admixture may be added. Obtain the Engineer's approval. Do not exceed the maximum water to cement ratio. Additional cement or water reducer will be added with no additional cost to the Contracting Authority.
  - c. The basic absolute volume of water per unit volume of concrete is based on average conditions. If material characteristics require that the total quantity of water used to secure the required consistency reduces the batch yield (computed on the basis of absolute volumes of the batch quantities used) by more than 2.0%, the Engineer may adjust the proportions to correct the yield. This adjustment will not be a basis for adjustment of the contract unit price.

2. Air Content: Use an approved air entraining agent.
  - a. For machine-placed pavement, use a target air content of 8% with a tolerance of plus or minus 2% when measured on the grade just prior to consolidation, as determined by Iowa DOT Materials I.M. 318. The target air content may be adjusted by the Engineer based on random tests of the consolidated concrete behind the paving machine. These additional tests will be used to consider the need for a target value change and will not be used in the acceptance decision.
  - b. For hand-placed pavement, use a target content for hand finish of 7% with a tolerance of plus or minus 1.5% when measured on the grade and just prior to consolidation, as determined by Iowa DOT Materials I.M. 318.
- C. Use of Fly Ash and Ground Granulated Blast Furnace Slag (GGBFS) as Supplementary Cementitious Materials:
  1. Mix proportions for the various mixes using fly ash and GGBFS are included in Iowa DOT Materials I.M. 529. The maximum allowable fly ash substitution rate is 20%. Do not use a GGBFS substitution rate of more than 35% by weight (mass). The total supplementary cementitious material substitution rate is not to exceed 40%.
  2. If C-SUD or CV-SUD mixes are specified, the maximum allowable Class F fly ash substitution rate is 25% and the maximum Class C fly ash substitution rate is 35%. The maximum combination rate is 20% Class C fly ash and 20% GGBFS.
  3. When Type IP or IS cement is used in the concrete mixture, only fly ash substitution will be allowed. Between October 16 and March 15, supplementary cementitious materials will be allowed only when maturity method is used to determine time of opening.
  4. Transport, store, haul, and batch fly ash and GGBFS in such a manner to keep it dry.

## **PART 3 - EXECUTION**

### **3.01 EQUIPMENT**

- A. Batching and Mixing Equipment:
  1. General:
    - a. Weighing and Proportioning Equipment: Comply with Iowa DOT Article 2001.20.
    - b. Mixing Equipment: Comply with Iowa DOT Article 2001.21.
    - c. Material Bins: Involves any structure in which materials are stored. Each part of any bin, including foundations and supports, must be adequate to withstand any stress to which it might be subjected to while in use.

## 2. Batching:

- a. Ensure the batching plant is Iowa DOT calibrated and approved. Provide copy of current calibrations and approvals.
- b. Coordinate the batch plant operation and batch trucks with the paving operation in order to ensure a steady supply of materials.
- c. Operate the batch plant and trucks to minimize dust, noise, or truck nuisances.

## 3. Mixing:

### a. Construction or Stationary Mixer:

- 1) Ensure the concrete is uniform in composition and consistency. If this condition is not produced because of the size of the batch, the size of the batch may be reduced or the mixing time increased, or both, until this result is obtained. If non-uniform, corrective action must be taken.
- 2) Ensure the methods of delivering and handling the concrete are such that objectionable segregation or damage to the concrete will not occur, and they will facilitate placing with a minimum of handling.

### b. Ready Mixed Concrete:

- 1) Ensure the concrete is uniform in composition and consistency. If non-uniform, concrete producers must take corrective action.
- 2) Ready mixed concrete is defined as concrete proportioned in a central plant and mixed in a stationary mixer for transportation in trucks without agitation, proportioned at a central plant, and only partially mixed in a stationary mixer for transportation and finish mixing in a transit mixer, or proportioned at a central plant, and then mixed in a transit mixer prior to or during transit.
- 3) When necessary to add additional mixing water at the site of placement, mix the batch at least an additional 30 revolutions of the drum at mixing speed.
- 4) Ensure each vehicle in which concrete will be delivered is capable of discharging concrete having a slump not over 2 inches at an overall rate for its entire load of not less than 1.25 cubic yards per minute. Ensure the concrete is delivered at a rate sufficient to maintain a sustained rate of progress of not less than 100 feet per hour for the width and depth of pavement to be placed.

- c. All Methods: Identify each truck load by a plant charge ticket showing plant name, contractor, project data, quantity, class, time batched, and water added at site.



**B. Concrete Delivery Equipment:****1. General:**

- a. In handling concrete from the mixer to the place of deposit, take care to avoid segregation.
- b. When concrete is deposited through a chute, slope the chute to allow concrete to flow slowly without segregation. Place the delivery point of the chute as close as possible to the point of deposit. Keep chutes and spouts clean. Thoroughly flush them with water before and after each run. Discharge the water outside the paving area in an approved concrete washout area.
- c. Provide alternate plan for concrete delivery in event of equipment failure.
- d. Take concrete samples from material placed on the subgrade or subbase.

**2. Concrete Transfer Equipment:**

- a. Utilize placers, conveyors, buckets, or buggies designed specifically for transporting concrete.
- b. Do not allow concrete to free fall into or out of transfer equipment.
- c. Meet the requirements of Section 7010, 2.02, B, 2 for air entrainment of the concrete mix and testing for compliance.

**3. Concrete Pumps:**

- a. Do not pump concrete through aluminum conduit or tubing.
- b. Use the concrete pump to deliver the material as close to horizontal as possible, keep restrictions and drops to a minimum, and avoid free fall.
- c. Meet the requirements of Section 7010, 2.02, B, 2 for air entrainment of the concrete mix and testing for compliance.
- d. Sample the first load after pumping a minimum of 3 cubic yards. Sample after each significant change in boom angle.
- e. Sample before and after the pump to determine if any changes in the slump and other significant mixture characteristics occur.
- f. When sampling at the end of the placement line, take care to ensure that the sample is representative of the concrete being placed from the pipeline. Note: Changes to the placement rate or boom configuration can result in changes in the concrete properties. Typically, the vertical position of the boom results in the greatest potential for air loss while the horizontal position of the boom has the least potential. Location of pumping equipment should be determined so that it is possible to maintain a consistent, low boom angle as much as possible during placement.
- g. If air test shows that air entrainment is outside of the allowed range, follow procedure as outlined in Section 7010, 3.07, B.

- h. Leaks in the line or pump hydraulics, which would allow air to be added to the concrete, are prohibited.

C. Concrete Placement Equipment:

1. Consolidating and Finishing Equipment:

- a. Use a paving machine that meets all of the following:
  - 1) Is designed for the specific purpose of placing, consolidating, and finishing concrete pavement.
  - 2) Develops vertical edges on the pavement.
  - 3) Is self-propelled and equipped with a means for spreading the concrete to a uniform depth before it enters the throat.
  - 4) Vibrates the concrete to the full width and depth being placed in a single passage. Use vibrating tubes or arms working in the concrete or a vibrating pan operating on the surface of the concrete.
  - 5) Produces a surface reasonably free of voids and tears.
  - 6) When the paver is operated on previously placed concrete, prevent damage to the pavement surface.
  - 7) For slip form pavers, use a paver equipped with automatic horizontal and vertical grade controls.
- b. Hand methods utilizing air screeds and vibrating screeds may be used for short pavement runs, cul-de-sacs, driveways, and some intersections.
- c. When allowed by the Engineer, use stringless paving equipment capable of providing the same accuracy necessary to comply with the requirements of Section 7010.
- d. Use a laser guided screed that meets all of the following:
  - 1) Designed for the specific purpose of placing and finishing of concrete pavement using a 3-dimensional surface model.
  - 2) All equipment for laser guided screed, including the guidance system, will meet the project design model tolerances.
  - 3) Will provide consolidation to full width and full depth of concrete placement. Provide intermediate consolidation by using external hand held vibrators.
  - 4) Produces a surface reasonably free of voids and tears.
  - 5) Provide boom-style screed (drive-in screeds are not allowed) with an auger boom, placement head (water spray mechanism not allowed), guidance equipment, and software to produce 3-dimensional surface.
  - 6) Produces pavement smoothness as specified in Section 7010, 3.07, C.

## 2. Vibrators for Machine Paving:

- a. Consolidate, with a single pass of an approved internal or surface vibrator, the full width and depth of concrete requiring a finishing machine. Operate internal vibrators within a frequency range of 4,000 to 8,000 vibrations per minute. The Engineer may authorize the minimum vibration frequency to be lowered to 3,500 vibrations per minute for particular sections of paving, such as superelevations. Operate surface vibrators within a frequency range of 3,500 to 6,000 vibrations per minute.
  - b. Avoid operating vibrators in a manner to cause a separation of the mix ingredients, either a downward displacement of large aggregate particles or an accumulation of laitance on the surface of the concrete. When forward motion of the paver is reduced, vibrator frequency may need to be reduced to avoid separation of the mix.
  - c. If a vibrator fails to operate within the specifications, repair or change the vibrator before the paving begins:
    - 1) The following day, or
    - 2) The same day if the continuous paving that day is stopped at a header or at the end of a session.
  - d. If two adjacent vibrators fail to operate within the specifications, stop the paving operation and repair or replace the vibrators.
  - e. Stop vibrators whenever forward motion of the paver is stopped.
  - f. Set the internal vibrator penetration depth into the concrete pavement to mid slab or as deep as possible while passing above reinforcing steel. Provide an operating position locking device so that no part of the vibrating unit can be lowered to the extent that it will come in contact with reinforcing steel or tie bars while paving.
  - g. Do not exceed the manufacturer's recommendations for vibrator horizontal spacing. Do not exceed 16 inches from center to center.
  - h. Mount the longitudinal axis of the vibrator body approximately parallel to the direction of paving. Tilt the trailing end of each vibrator downward to an approximate slope of 15 degrees below horizontal.
  - i. Use vibrators that meet or exceed the following specifications at the manufacturer's design frequency of 10,000 vpm:
    - 1) Amplitude (peak to peak) 0.070 inches.
    - 2) Centrifugal force 1,200 pounds.
3. Vibrators for Hand Methods: Use a vibration rate between 3,500 to 6,000 vibrations per minute, and use an amplitude sufficient to be perceptible on the surface of the concrete more than 12 inches from the vibrating unit.

4. Hand Finishing Equipment: Provide all finishing tools necessary for proper finishing of the concrete including straightedges for checking and correcting finished concrete surfaces.
5. Forms:
  - a. Rigid Forms: Steel, minimum thickness of 5 gage, height at least equal to design thickness of pavement with base width at least 6 inches.
    - 1) Minimum section length of 10 feet, joint connections designed to allow horizontal and vertical adjustment with locking device to hold abutting sections firmly in alignment.
    - 2) Bracing, support, and staking must prevent deflection or movement of forms.
  - b. Flexible Forms: Use steel or wood flexible forms for curves with a radius less than 100 feet.
    - 1) Bracing, support, and staking must prevent deflection or movement of forms.
    - 2) Ensure that forms used to shape back of curbs at returns have height at least equal to design thickness of pavement and curb height.
    - 3) Forms must be free from scale and surface irregularities.
6. Curing Equipment: Use pressure sprayer capable of applying a continuous uniform film of curing compound. Use equipment with a shield if wind conditions do not allow proper coverage
7. Concrete Saws: Use power operated concrete saws capable of cutting hardened concrete neatly.
8. Joint Sealing Equipment: Use equipment capable of cleaning the joint and heating and installing sealant in joints according to manufacturer's recommendations.

### **3.02 PAVEMENT CONSTRUCTION**

- A. Removal of Pavement: Comply with Section 7040, 3.02.
- B. Final Subgrade/Subbase Preparation:
  1. General:
    - a. Meet the requirements of Section 2010 for subgrade construction, subgrade treatment, and subbase construction.
    - b. Trim the subgrade or subbase to the final grade for placement of concrete.
    - c. Unless otherwise ordered by the Engineer, the subgrade or subbase, at time of placing concrete for concrete pavement, must be in a uniformly moist but not muddy condition to a depth of not less than 1 inch.

## 2. Subgrade and Subbase Loading:

- a. Travel of concrete delivery trucks on a subgrade or subbase must be approved by the Engineer. In such cases, watering of the subgrade or subbase must be limited to just ahead of the paving machine.
- b. Enter and exit from side streets to minimize repetitive loading on the subgrade or subbase by concrete trucks.
- c. Do not allow loads in excess of the legal axle load on the completed subgrade or subbase.
- d. Partially loaded trucks may be required.
- e. If subgrade or subbase failure occurs, coordinate the repair with the Engineer.

## 3. Paving Suspended:

- a. Suspend the paving operation where subgrade or subbase stability has been lost.
- b. Do not place concrete on a subgrade or subbase that has become unstable, bears ruts or tire marks of equipment, or that is excessively softened by rain until such subgrade or subbase has been reconsolidated and reshaped to correct the objectionable condition.
- c. If necessary, scarify to a minimum depth of 6 inches, aerating, and recompacting at no additional cost to the Contracting Authority. Meet the compaction requirements of Section 2010, 3.06.

## 4. Maintenance of Subgrade or Subbase: Maintain the completed subgrade or subbase during subsequent construction activities.

## C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010, 3.04 and 6020 for manhole adjustments and Section 5020, 3.04 for water fixture adjustments.
2. Clean outside of fixture to depth of pavement before concrete placement.
3. Construct boxouts where allowed for later adjustment of fixtures. See Figure 7010.103 for the size and shape of the boxout.

## D. Setting of Forms: When forms are used, meet the following requirements.

1. Ensure forms have sufficient strength to support paving operations being used.
2. Set base of forms at or below subgrade elevation with top of forms at pavement surface elevation. With Engineer approval, extra height forms may be used to shape the back of integral curb and edge of pavement; set base at or below subgrade elevation with top of form at top of curb elevation.

3. Place and secure forms to required grade and alignment. Do not vary the top face of the form from a true plane by more than 1/8 inch in 10 feet, and do not vary the vertical face from a true plane by more than 1/4 inch in 10 feet.
  4. If the soil supporting the forms is softened by rain or standing water so that the forms are inadequately supported, or if voids occur under the forms, remove forms. Rework subgrade to proper elevation and density, and reinstall forms.
  5. Ensure forms are free of latent concrete and coated with release agent before concrete is placed.
- E. Bar and Reinforcement Placement: Ensure bars are clean, straight, free from distortion and rust, and are firmly secured in position as specified in the contract documents. Place all bars in approved storage to prevent damage; do not distribute along the work site except as needed to avoid delay in paving.
1. Tie Bars:
    - a. Place bars prior to vibration. For slip form paving, tie bars may be installed after vibration, provided the concrete is consolidated around the bars. Bars may be supported by approved chairs or may be placed in position by a machine or method approved by the Engineer.
    - b. Use approved continuous bolsters with runners to support reinforcement for bridge approach sections. Place the supports transversely across the approach and space them longitudinally no greater than 4 feet. For double reinforced approach sections the top layer of reinforcing may be chaired off the bottom layer of reinforcing using approved continuous high chairs with runners, provided they are positioned directly above the continuous bolsters with runners supporting the bottom layer of reinforcing.
    - c. Hold epoxy coated reinforcing steel in place with epoxy or plastic coated bar supports and epoxy or plastic coated tie wires.
  2. Dowel Bar Assemblies:
    - a. When dowel bar assemblies are required in the contract documents, accurately place these assemblies as shown. To prevent their movement during subsequent concrete paving operations, securely stake or fasten to the base to line and grade.
    - b. Do not use assemblies that are damaged prior to placement. If assemblies are damaged after placement, replace prior to paving. Ensure horizontal and vertical alignment of the load transfer bars does not exceed 1/4 inch from parallel to line and grade. Place each assembly so the bars are in a horizontal plane at  $T/2 \pm 1/2$  inch.
    - c. Check the placement of each assembly and the position of the bars within the assembly using a suitable template or other device approved by the Engineer. If the assembly is found to be placed outside of the above tolerances, correct the placement.

- d. Cutting the tie wires of the load transfer assemblies is optional.
3. Bar Mats for Reinforced Pavement:
- a. When reinforced pavement is specified, assemble bar mats accordingly and firmly fastened together at all bar intersections.
  - b. Place, secure, latch, and tie bar mats for a continuous mat as specified in the contract documents. Displacement during concrete placement operations is not allowed.
  - c. Use chairs to ensure proper placement of bar mats.
4. Tie Bars and Dowel Bars in Existing Pavement:
- a. When anchoring in existing concrete, use a grout system according to the manufacturer's instructions. Obtain the Engineer's approval for the grout system.
  - b. For horizontal installations, use either a pressure injection system with mechanical proportioning and mixing, or use encapsulated chemical anchors. Install as follows:
    - 1) Ensure drilled holes to receive the grout match the dimensions and spacing specified in the contract documents. When not specified in the contract documents, the maximum nominal diameter of the hole must be 1/8 inch larger than the outside diameter of the dowel or bar, or as recommended by the manufacturer. Drill holes for tie bars and dowel bars into the face of the existing pavement at midpoint. To ensure proper horizontal alignment, do not allow any hole misalignments to exceed 1/4 inch in the vertical or horizontal plane. Clean the hole with compressed air immediately prior to placing the grout.
    - 2) Use a polymer grout to secure the dowels in the existing pavement. Inject the grout into the rear of the hole with pressure. Use sufficient grout so that when the bar to be grouted is placed in position, excess grout will be forced out the front of the hole. Rotate the bar during the insertion process to ensure complete coating with the grouting material. Hand proportioning and mixing is not allowed.
    - 3) If using grout with approved encapsulated anchors, install according to the manufacturer's recommendations.
    - 4) Use horizontal installation procedures for vertical or angled installations; however, pourable grouts may be used. Pourable grouts must be mechanically mixed.
- F. Concrete Pavement Placement:
- 1. Use paving machine for all uniform width pavements 8 1/2 feet or more in width and 250 feet or more in length, unless alternate methods are approved by the Engineer. Screeds and laser guided screeds may be used on short pavement runs up to 250 feet.

2. Place, consolidate, and finish the concrete to the full depth and width conforming to the specified crown and cross-section in a single operation.
  3. Keep a uniform pile of concrete in front of the paving machine, up to a maximum of 6 to 8 inches above the design surface elevation. Distribute and spread the concrete as soon as placed. A mechanical concrete spreader may be used.
  4. Deposit the concrete upon the in-place bars keeping segregation to a minimum.
  5. Use shovels, not rakes, to do necessary hand spreading and spading.
  6. Do not allow the edges of pavement, including all longitudinal construction joints, to deviate from the line shown on the plans by more than 1/2 inch at any point.
  7. If the paving machine operates on adjacent pavement, protect pavement from damage.
  8. When placing by hand methods, consolidate the concrete by using vibrating units. Use a definite system or pattern in the operation of the vibrator so the full width of concrete in each linear foot of lane will receive adequate and uniform consolidation. The system and methods of vibrating is subject to approval of the Engineer. Do not use vibrating equipment as a tool for moving concrete laterally.
  9. Stringless Paving:
    - a. Provide an electronic file identifying x, y, and z coordinates for curbs and pavement edges, as well as pavement centerline based on project alignments and elevations.
    - b. Location and elevation of the finished slab should be verified against grade check hubs at 25 foot intervals for the first 100 feet of each days run and at critical locations, such as intakes and through intersections where grades may be flat. The Engineer may waive these requirements if experience has shown compliance with the design elevations.
    - c. Record each verification check and submit to the Engineer.
    - d. At the beginning of paving operations on the project or after each modification to the paving machine, verify the paving equipment is calibrated per the manufacturer's recommendations.
- G. Integral Curbs: Integral curbs are placed with the pavement in a single paving machine operation; however, hand methods may be allowed for radius, returns, and sections of curb and gutter 100 feet or less in length or in other special sections where mechanical equipment cannot be used.
1. Pave, edge, protect, saw, and cure curb in same manner as pavement.
  2. Finish curb as rapidly as finishing operations on pavement permit. Maximum distance behind paving machine is 100 feet.



3. Complete final finish on curbs by hand methods, including the use of a 6 foot straightedge.
  4. Check surfaces of curb and gutter with 10 foot straightedge; correct variations greater than 1/8 inch.
  5. For drop curb at driveways and where sidewalks intersect streets, use forms to shape the backs of such curbs.
  6. When using hand methods for building curb, the following additional requirements will apply:
    - a. Remove free water, latency, dust, leaves, or other foreign matter from the slab prior to placing concrete for curb.
    - b. Use freshly mixed concrete; do not store concrete in receptacles at side of pavement for use in curb at a later time; do not use concrete requiring retempering.
    - c. Consolidate curb concrete to obtain adequate bond with the pavement slab and to eliminate honeycomb in the curb. Avoid disturbing the alignment of forms or the gutter flow line.
- H. PCC Railroad Crossing Approach: Construct according to Section 7010 and Figure 7010.903. Construct HMA section according to the full depth patch requirements of Section 7040.
- I. Finishing:
1. Grade and Crown: Promptly after concrete has been placed and vibrated, strike off the surface to the true section by the screed. Finish the surface true to crown and grade.
  2. Watering the Surface: The practice of lubricating the pavement surface by sprinkling water by spray, brush, or other methods to afford greater ease in finishing operation is not allowed.
  3. Floats: Finish surface with wood or magnesium floats; finish from both sides simultaneously if pavement is placed to full width with one pass of paving machine.
  4. Straight Edging:
    - a. After the longitudinal floating has been completed and the excess water has been removed, and while the concrete is still plastic, test the pavement surface for trueness.
    - b. Immediately fill any depressions found with freshly mixed concrete, struck off, consolidated, and refinished.
    - c. Check surface longitudinally while concrete is still plastic; correct any surface deviations greater than 1/8 inch in 10 feet.

## 5. Surface Treatment:

- a. Drag Surface Treatment: Unless otherwise specified, texture the finished surface with an artificial turf or burlap drag treatment.
  - 1) Pull the artificial turf or burlap drag longitudinally over the finished surface to produce a tight, uniform, textured surface, and round the edges in a workmanlike manner.
  - 2) Remove the artificial turf or burlap drag from the pavement surface at regular intervals and clean with water to remove accumulated concrete from the fabric in order to maintain a consistent finished texture.
  - 3) When the desired texture is not attained, the Engineer may require the final finish be a broom finish.

~~b. Surface Tining: When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.~~

### ~~1) Longitudinal:~~

- ~~a) Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- ~~b) Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~
- ~~c) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~d) At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

### ~~2) Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~

~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~

~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~

~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

6. Edge Finish: Before the concrete has taken its initial set, finish all edges of the pavement with an 1/8 inch radius edging tool.

J. Surface Curing:

1. Apply liquid curing compound in a fine spray to form a continuous, uniform film on the horizontal surface and vertical edges of pavement, curbs, and back of curbs immediately after surface moisture has disappeared, but no later than 30 minutes after finishing. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties to ensure acceptable macrotexture is achieved.
  - a. Use a white pigment liquid curing compound for concrete not receiving an asphalt overlay. When specified in the contract documents, use a linseed oil solution.
  - b. Use a dark-colored curing compound for concrete receiving an asphalt overlay.
2. Apply compound with power sprayer; rate of application not less than 15 square yards per gallon (0.067 gallon per square yard); do not dilute compound. For concrete receiving an asphalt overlay, use a minimum rate for dark-colored cure of 12.5 square yards per gallon (0.08 gallon per square yards).
3. Ensure liquid curing materials are well agitated in the supply drum or tank immediately before transfer to the sprayer. Keep curing materials well agitated during application.
4. Hand operated sprayers may be used for small and irregular areas.
5. If forms are used, apply to pavement edges and back of curbs within 30 minutes after forms are removed.
6. If, due to other operations, the coating is damaged within 72 hours after being applied, immediately re-coat the affected areas. Coating of the sawed surface with curing compound will not be allowed on joints that are to be sealed. When pavement is opened to traffic prior to 72 hours after application of the curing coating, a re-coating will not be required.

**K. Construction of Joints:****1. General:**

- a. Construct joints of the type, dimensions, and at the locations specified in the contract documents. See the 7010 figures.
- b. Place longitudinal joints coincident with or parallel to the pavement centerline.
- c. Place all transverse joints at right angles to the centerline and extend the full width of the pavement.
- d. Place all joints perpendicular to the finished grade of the pavement and do not allow the alignment across the joint to vary from a straight line by more than 1 inch.
- e. Exercise care in placing, consolidating, and finishing the concrete at all joints.

**2. Saw Joints:**

- a. Mark joint locations with a string line before sawing.
- b. Begin transverse joint sawing as soon as the concrete has hardened sufficiently to allow sawing without raveling or moving of aggregate. Saw joints before uncontrolled cracking takes place.
- c. Saw all joints in a single cutting operation for a specific joint. Make saw cuts true to line and to the dimensions specified in the contract documents.
- d. Discontinue sawing a joint if a crack develops ahead of the saw.
- e. Saw longitudinal joints within 24 hours of the concrete being placed.
- f. If necessary, continue the sawing operations both day and night.
- g. The concrete must be capable of supporting the sawing operations to allow the use of an early green concrete saw.
- h. Repair or replace pavement with uncontrolled or random cracking at no additional cost to the Contracting Authority. Use repair methods approved by the Engineer. Repair or replace at the direction of the Engineer.
- i. Use wet sawing for dust control when specified in the contract documents.
- j. Where boxouts occur in pavement, construct joints as shown on Figures 7010.103 and 7010.904.

**3. Construction Joints:**

- a. Place longitudinal and transverse construction joints where specified in the contract documents, at boxouts, and at headers.
- b. Locate and place forms for boxouts on grade prior to paving as shown on Figures 7010.103 and 7010.904.

- c. Construct a Days Work (DW) or a Rigid Tie (RT) transverse construction joint no closer than 5 feet of an existing or planned transverse contraction joint. Construct the DW or RT transverse construction joint if concrete placement is delayed for more than 30 minutes, at planned pavement gaps, or at the end of each day.
  - d. Finish the edges of the pavement at construction joints with a 1/8 inch radius edging tool.
- 4. Expansion Joints:
  - a. Install expansion joints as specified in the contract documents.
  - b. Prevent movement of or damage to joint assembly when placing concrete; set joint material low enough to clear the finish machine.
  - c. Construct double width expansion joint in curb over expansion joint in pavement. The backside of the joint must be clear of concrete.
  - d. Align the expansion joint straight and true. After the mechanical finishing equipment has passed over the joint, check the joint for movement. If movement in excess of 1/2 inch has occurred, immediately correct the installation to its intended position.
  - e. If joint fillers are assembled in sections, or if joints as a whole are constructed in sections, do not allow offsets between adjacent fillers.
  - f. Where more than one section is used in a joint, securely lace or clip the sections together.
  - g. Supplemental vibration equipment is required for proper consolidation of the concrete.
  - h. After the surface finishing has been completed, finish the edge of the joint with a 1/8 inch edging tool.
- L. Joint Sealing:
  - 1. Timing:
    - a. Unless otherwise allowed or approved by the Engineer, before any portion of the pavement is opened to the Contractor's equipment or to general traffic, clean and seal joints that require sealing.
    - b. The Engineer may limit the wheel loads and axle loads of equipment operating on the pavement during this operation, if prior to the age and strength specified in Section 7010, 3.05. Additional tests to determine the pavement strength may be required.
  - 2. Cleaning:
    - a. For those joints that are not to be sealed, cleaning is not required.

- b. Within 3 hours after a joint has been wet sawed to the finished dimension, flush the wet sawing residue away from the sawed faces using a high pressure water blast operating with a minimum pressure of 1,000 pounds per square inch. Within 3 hours after a joint has been dry sawed to the finished dimension, blow the dry sawing residue from the joint using air compressors that provide moisture and oil free compressed air.
  - c. Immediately prior to installation of sealant, clean joints with an air blast. Do not perform sealing until visual examination verifies the joint surfaces appear dry, in addition to being clear of dust and contamination.
3. Sealing:
- a. Prepare and install joint sealer in the joint and to the proper level specified in the contract documents and as recommended by the manufacturer.
  - b. Heat hot-poured sealers in a thermostatically controlled heating kettle; heat the material to the temperature required for use, but not above that recommended by the manufacturer. After sealing, remove excess sealer from the pavement surface.
  - c. Seal joints the same day they are cleaned. Apply sealant only when the joint surfaces appear dry by visual examination.
  - d. Place joint sealer only when the pavement and ambient air temperatures are 40°F or above. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the joint faces. When this sealer cannot be properly placed due to late fall work, submit a joint construction plan and sealing details to the Engineer for approval before commencing paving. Delay the cleaning, sealing, and, if required, resawing of joints until the following spring. This delay requires the Engineer's approval.
  - e. When surface correction is required, repair seals damaged from the corrective work. Joint preparation, cleaning, and sealing may be delayed until after corrective work, provided the pavement is not opened to traffic before corrective work is performed.
- M. Pavement Backfill: Following slipform paving operations, place backfill material along the pavement within 48 hours of pavement attaining opening strength or as directed by the Engineer to prevent flow of water and any subsequent damage caused by undermining of the pavement. Prior to placement of full backfill material, construct check dams or other protection as appropriate to ensure no damage to the subgrade and/or subbase occurs.

**N. Form Removal:****1. Timing:**

- a. Remove forms after the initial set of the concrete has taken place.
- b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.

**2. Honeycomb Repair:**

- a. When the forms are removed, fill honeycombs with mortar composed of 1 part cement and 2 parts fine aggregate by weight.
- b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the Contracting Authority.

3. Paving Protection: In the area adjacent to the curbs and pavement edge, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the pavement occurs. This may include check dams, pumping, etc.

**3.03 CURB AND GUTTER CONSTRUCTION (See Figure 7010.102 MD-2 Curb and Gutter Details.)**

- A. Complete the construction of curb and gutter separate from pavement in the same manner as for pavement in Section 7010, 3.02.
- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used if approved by the City Engineer.

**3.04 PAVEMENT PROTECTION**

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

**1. Cold Weather:**

- a. Paving: Do not place aggregates containing frozen lumps, and do not place concrete on a frozen subgrade or subbase. Take all necessary actions to prevent the pavement from freezing.
  - 1) Concrete mixing and placement may be started, if weather conditions are favorable, when the air temperature is at least 34°F and rising. At the time of placement, concrete must have a temperature of at least 40°F.

- 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
  - a) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.
  - b) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
  - c) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

**Table 5.1—Recommended Concrete Temperatures**

|      |                         | Section size, minimum dimension                                                      |                              |                               |                    |
|------|-------------------------|--------------------------------------------------------------------------------------|------------------------------|-------------------------------|--------------------|
|      |                         | < 12 in. (300 mm)                                                                    | 12 to 36 in. (300 to 900 mm) | 36 to 72 in. (900 to 1800 mm) | > 72 in. (1800 mm) |
| Line | Air Temperature         | Minimum concrete temperature as placed and maintained                                |                              |                               |                    |
| 1    |                         | 55°F (13°C)                                                                          | 50°F (10°C)                  | 45°F (7°C)                    | 40°F (5°C)         |
|      |                         | Minimum concrete temperature as mixed for indicated air temperature *                |                              |                               |                    |
| 2    | Above 30°F (-1°C)       | 60°F (16°C)                                                                          | 55°F (13°C)                  | 50°F (10°C)                   | 45°F (7°C)         |
| 3    | 0 to 30°F (-18 to -1°C) | 65°F (18°C)                                                                          | 60°F (16°C)                  | 55°F (13°C)                   | 50°F (10°C)        |
| 4    | Below 0°F (-18°C)       | 70°F (21°C)                                                                          | 65°F (18°C)                  | 60°F (16°C)                   | 55°F (13°C)        |
| 5    |                         | Maximum allowable gradual temperature drop in first 24 hours after end of protection |                              |                               |                    |
|      |                         | 50°F (28°C)                                                                          | 40° (22°C)                   | 30°F (17°C)                   | 20°F (11°C)        |

\* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

- b. Protection: Prior to applying protection, cure all concrete pavement and curb/gutters, including exposed edges of the pavement and curb. In addition, protect concrete less than 36 hours old as follows:

Night Temperature

35°F to 32°F

31°F to 25°F

Below 25°F

Forecast Type of Protection<sup>1</sup>

One layer of burlap for concrete.

Two layers of burlap or one layer of plastic on one layer of burlap.

Four layers of burlap between layers of 4 mil plastic or equivalent commercial insulating material approved by the Engineer.

<sup>1</sup>Keep protection in place until one of the following conditions is met:

- a. The pavement is 5 calendar days old.
- b. Opening strength is attained.
- c. Forecasted low temperatures exceed 35°F for the next 48 hours.
- d. Forecasted high temperatures exceed 55°F for the next 24 hours and subgrade temperatures are above 40°F.

- 1) Shut down paving operations in time to comply with protection requirements outlined above. During cold weather, allow more time for finishing and protection. Perform all finishing and covering operations

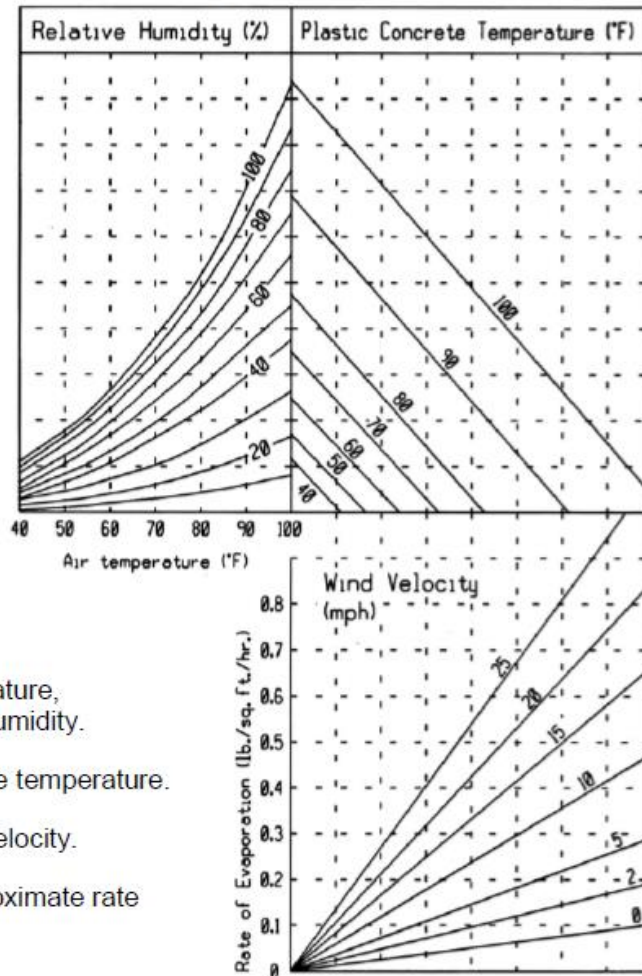


prior to darkness. Temperature restrictions and protection requirements may be modified by the Engineer.

- 2) Equivalent commercial insulating material approved by the Engineer may be used. This material must be waterproof and have a minimum R value of 1.0. If initial set has not yet occurred, place a layer of burlap on top of concrete prior to placing insulating blankets.
  - 3) Use a method of protection and materials that will maintain the concrete temperature above 40°F.
2. Hot Weather: Hot weather condition is defined as any combination of the following conditions that tend to impair the quality of plastic concrete by accelerating the rate of moisture loss and rate of cement hydration causing thermal shrinkage and resulting in plastic shrinkage cracking:
- High Ambient Temperature
  - High Concrete Temperature
  - Low Relative Humidity
  - High Wind Velocity
  - Solar Radiation
- c. General:
- 1) During hot weather conditions, the Engineer may restrict concrete placement to early morning or evening hours.
  - 2) During hot weather conditions, advise the Engineer of the results of the theoretical evaporation rate throughout paving operations.
- d. Determine the Theoretical Rate of Evaporation: Use the following chart and the National Weather Service's predicted maximum air temperature, relative humidity, and maximum steady wind velocity without gusts, for the date and the location of the paving pour.
- e. If the evaporation rate exceeds 0.1 pounds per square foot per hour but is less than 0.3 pounds per square foot per hour, provide the following concrete evaporation protection.
- 1) Immediately apply an approved evaporation retarder to the concrete pavement and curbs or increase the surface cure application to 1.5 times the standard specified rate.
  - 2) Take special precautions to ensure that the forms and subgrade are sufficiently moist or protected to avoid lowering the water content at the pavement/subgrade interface. In hot weather conditions, moisten the subgrade the evening before operations.
  - 3) Ensure that the time between placing and curing is minimized and eliminate delays.
  - 4) Moisten concrete aggregates that are dry and absorptive.

- 5) Use a fog spray to raise the relative humidity of the ambient air if there is a delay in immediately applying the curing compound.
  - 6) Minimize solar heat by shading, wetting, or covering concrete chutes or other equipment that comes in contact with plastic concrete.
- f. If the evaporation rate is 0.3 pounds per square foot per hour or greater, discontinue placement of concrete.

### Theoretical Rate of Evaporation Chart



To Use this Chart:

1. Enter with air temperature, move up to relative humidity.
2. Move right to concrete temperature.
3. Move down to wind velocity.
4. Move left, read approximate rate of evaporation

### 2. Rain Protection:

- a. Have materials available, near the work site, for proper protection of the edges and surface of concrete. Protective material may consist of sheets of burlap or plastic film. Also have planks or other material with suitable stakes that can be used as temporary forms available.
- b. If initial set has not occurred, take every precaution necessary to protect the surface texture of the concrete.
- c. If so determined by the Engineer, failure to properly protect concrete will constitute cause for removal and replacement of defective pavement.

- B. Night Conditions: Perform all finishing and covering operations prior to darkness (half an hour after sunset). Do not commence construction until half an hour before sunrise. Do not place or finish concrete under artificial light, unless approved by the Engineer.
- C. Protection from Traffic:
1. General:
    - a. Protect the new pavement and its appurtenances from traffic, both public and that caused by the Contractor's own employees and agents, at no additional cost to the Contracting Authority. This includes the erection and maintenance of warning signs, lights, barricades, watchmen to direct traffic, and pavement bridges or crossovers.
    - b. Do not operate equipment with metal tracks, metal bucket blades, or metal motor patrol blades directly on new paving. Do not unload soil or granular materials, including base rock for storage and future reloading directly onto new paving.
  2. End of Day's Run:
    - a. At the end of each day's run and at all side streets, erect and maintain safety barriers and fencing as necessary to protect the pavement from damage.
    - b. Install safety fences within 1 hour of the completion of finishing and curing operations. Leave fences in place and maintained until the concrete has attained the minimum strength or age.
    - c. Intermediate safety fences may be required for the purpose of opening the pavement for access to a side road, side street, or entrance.
  3. Repair of Damages: At the discretion of the Engineer, and at no additional cost to the Contracting Authority, repair or replace any part of the pavement damaged by traffic or other causes occurring prior to final acceptance of the pavement.

### 3.05 USE OF PAVEMENT

Time for opening pavement for use is determined by maturity method complying with Iowa DOT Materials I.M. 383 or age and test results. The minimum age and test results needed for opening are shown in Table 7010.01.

**Table 7010.01: Minimum Age and Tested Strength of Pavement before Opening**

| Class of Mix | Type of Cement | Minimum Age For Opening <sup>1</sup> | Minimum Compressive Strength (psi) | Minimum Flexural Strength Center Point (psi) |
|--------------|----------------|--------------------------------------|------------------------------------|----------------------------------------------|
| C            | Type I         | 7 Days <sup>2</sup>                  | 3,000                              | 500                                          |
| M            | Type I         | 48 Hours                             | 3,000                              | 500                                          |

<sup>1</sup> Opening without testing only allowed upon approval of Engineer

<sup>2</sup> Five calendar days for concrete 9 inches thick or more.

### 3.06 TRANSPORTATION RESTRICTIONS

- A. Do not use concrete transported with continuous agitation when the cement has been in contact with the aggregate more than 90 minutes before it is placed. With the approval of the Engineer, an approved retarding admixture may be used at the rates required in Iowa DOT Materials I.M. 403.
- B. Do not use concrete transported without continuous agitation if the period elapsed between the time the concrete is mixed and the time it is placed is greater than 30 minutes. With the approval of the Engineer, an approved retarding admixture may be used at the rates required in Iowa DOT Materials I.M. 403 and the mixed-to-placed time may be extended.
- C. Ensure the methods of delivering and handling the concrete are such that objectionable segregation or damage to the concrete will not occur, and concrete placing will occur with a minimum of rehandling.
- D. Thoroughly clean the truck compartment in which concrete is transported and flush with water to ensure that hardened concrete will not accumulate. Discharge the flushing water from the truck compartment to the designated discharge point before it is charged with the next batch.

### 3.07 QUALITY CONTROL

- A. Testing: Provide the following material certifications and testing required to be performed by Supplier or Contractor.
- B. Air Content:
  - 1. Air content of the concrete will be evaluated according to Iowa DOT Materials I.M. 318 and 327.
  - 2. When a test result is outside the tolerance for the target air content, the contractor will be notified immediately. An air test will then be immediately run behind the paver to aid in identifying the limits of the non-complying air. A test result between 5% and 8% behind the paver will be considered complying. This test will represent all concrete from the back of the paver back to the last documented complying test. Make immediate adjustments to the mix production and placement process to bring the air content back within tolerance. Do not use succeeding loads below the lower target air content tolerance by more than 0.5%. Each subsequent load will be tested until air content is within tolerance for two consecutive loads. For all incorporated, non-complying concrete that is out of tolerance, the Engineer will determine if removal and replacement is required or if a price adjustment, according to Table 7010.03, will be applied.

**Table 7010.02: Material Certifications and Testing**

| Material or Construction Item   | Tests            | Applicable Standard <sup>1</sup> | Methods of Acceptance of Sampling and Testing | Field Sampling and Testing Frequency (minimum) | Responsible Party   |
|---------------------------------|------------------|----------------------------------|-----------------------------------------------|------------------------------------------------|---------------------|
| Fine Aggregates                 | Gradation        | I.M. 302, 306, 336               | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          | Supplier/Contractor |
|                                 | Moisture         | I.M. 308, 527                    | Cert. Plant Insp. <sup>2</sup>                | 1 per 1/2 day                                  |                     |
|                                 | Specific Gravity | I.M. 307                         | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                     |
|                                 | Quality          | I.M. 209                         | Approved Source                               | Prior to use                                   |                     |
| Coarse Aggregates               | Gradation        | I.M. 302, 306, 336               | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                     |
|                                 | Moisture         | I.M. 308, 527                    | Cert. Plant Insp. <sup>2</sup>                | 1 per 1/2 day                                  |                     |
|                                 | Specific Gravity | I.M. 307                         | Cert. Plant Insp. <sup>2</sup>                | 1/250 CY or min 1/day                          |                     |
|                                 | Quality          | I.M. 209                         | Approved Source                               | Prior to use                                   |                     |
| Portland Cement                 | Quality          | I.M. 401                         | Approved Source                               | Prior to use                                   |                     |
| Fly Ash                         | Quality          | I.M. 491.17                      | Approved Source                               | Prior to use                                   |                     |
| GGBFS                           | Quality          | I.M. 491.14                      | Approved Source                               | Prior to use                                   |                     |
| Curing Compound                 | Quality          | Iowa DOT Section 4105            | Approved Source                               | Prior to use                                   |                     |
| Joint Sealer                    | Quality          | I.M. 436.01                      | Approved Source                               | Prior to use                                   |                     |
| Epoxy Dowel Bars and Assemblies | Quality          | I.M. 451.03B                     | Approved Source                               | Prior to use                                   | Engineer            |
| Tie Bars                        | Quality          | I.M. 451                         | Approved Source                               | Prior to use                                   |                     |
| Plastic Concrete                | Air Content      | I.M. 318, 327                    | Field Test                                    | 1/200 CY or min. 1/day                         |                     |
|                                 | Slump            | I.M. 317                         | Field Test                                    | 1/200 CY or min. 1/day                         |                     |
|                                 | Cylinders        | I.M. 315                         | Field Test                                    | Set of 3/500 CY or two sets/day                |                     |
|                                 | Beams            | I.M. 316, 327, 328               | Field Test                                    | Set of 3/500 CY or two sets/day                |                     |
|                                 | Thickness        | -----                            | Field Test                                    | 1/200 CY                                       |                     |
| Hardened Concrete               | Smoothness       | SUDAS 7010, 3.07                 | Field Test – Straightedge                     | Project length                                 |                     |
|                                 | Smoothness       | SUDAS 7010, 3.07                 | Field Test – Profilograph                     | Project length                                 |                     |
|                                 | Thickness        | SUDAS 7010, 3.07                 | Field Test                                    | core/1000 SY or 3 cores/project                |                     |
|                                 | Strength         | I.M. 383                         | Maturity Tests <sup>3</sup>                   | Prior to placement                             |                     |

<sup>1</sup> Refers to the Iowa DOT Materials I.M.s, Iowa DOT Standard Specifications, or SUDAS Standard Specifications.

<sup>2</sup> Certified plant inspection per Iowa DOT Materials I.M. 527.

<sup>3</sup> The Contractor is responsible for developing the maturity curve for the specified mix, taking maturity readings, and delivering a copy of the results to the Engineer.

**Table 7010.03: Concrete Air Content Price Adjustments**

| Air Content Range |                          |         | % Payment of Unit Price |
|-------------------|--------------------------|---------|-------------------------|
| Minimum           |                          | Maximum |                         |
| 1.1*              | and                      | below   | 0%                      |
| 0.6               | to                       | 1.0*    | 50%                     |
| 0.1               | to                       | 0.5*    | 75%                     |
|                   | Low air tolerance limit  |         | 100%                    |
|                   | Target                   |         | 100%                    |
|                   | High air tolerance limit |         | 100%                    |
| 0.1               | to                       | 0.5**   | 95%                     |
| 0.6               | to                       | 1.0**   | 85%                     |
| 1.1               | to                       | 1.5**   | 75%                     |
| 1.6               | to                       | 2.0**   | 60%                     |
| 2.1**             | and                      | above   | 0%                      |

\* Air content deviation below the acceptable limits

\*\* Air content deviation above the acceptable limits

C. Pavement Smoothness: Evaluate pavement smoothness for all PCC pavement and overlay surfaces.

1. Straightedge: The Engineer will check PCC pavement surfaces with a 10 foot straightedge placed parallel to the centerline. Areas showing high spots of more than  $\frac{1}{4}$  of an inch in 10 feet will be marked. Complete surface corrections according to the procedures in Iowa DOT Section 2316 to an elevation where the area or spot will not show surface deviations in excess of  $\frac{1}{8}$  inch when tested with a 10 foot straightedge. Surface corrections will be completed at the direction of the Engineer with no additional cost to the Contracting Authority.
2. Profilograph:
  - a. If specified in the contract documents, comply with Iowa DOT Section 2316 to measure pavement smoothness with a profilograph.
  - b. Evaluate according to the smoothness requirements of Table 7010.04 and make surface corrections and price reductions. Surface corrections will be completed with no additional cost to the Contracting Authority. No incentive for pavement smoothness will be made.

**Table 7010.04: Pay Factor if Profilograph Used**

| Segment Index (inch/mile) | Pay Factor                    |
|---------------------------|-------------------------------|
| 0 - 22.0                  | 100%                          |
| 22.1 - 30.0               | 97%                           |
| 30.1 and over             | Grind as directed by Engineer |

- c. Smoothness measurements will be suspended for structures and through intersections.

**D. Pavement Thickness:**

1. At locations determined by the Engineer, cut samples from the pavement by drilling with a core bit that will provide samples with a 4 inch outside diameter. Restore the surface by tamping low slump concrete into the hole, finishing, and texturing. The Engineer will witness the core drilling, identify, and take possession of the cores. The Engineer will determine the core locations, measure the cores, and determine the thickness index according to Iowa DOT Materials I.M. 346 and 347, except as modified as follows:
  - a. For regular or irregular shaped areas, use a lot size of 1,000 square yards. Include remnants less than 500 square yards in the last lot and remnants greater than 500 square yards in a separate lot. Take a minimum of three cores per project.
  - b. For any core with a deficiency greater than 0.15 inch, take two additional cores in that pavement lot and use the average of the three cores.
2. Coring of pavement or other work for thickness determination may be waived by mutual agreement for sections of the same design thickness less than 2,500 square yards.
3. Based on the thickness index determined by the Engineer, the pavement payment will be as shown in Tables 7010.05 and 7010.06.
4. If the thickness index deficiency is greater than 0.51 for pavements thinner than 9 inches or 0.91 for pavements 9 inches or thicker, the Engineer will study the extent and severity of the deficiency of the pavement areas. The Engineer will require one of the following based on a review on the level of deficiency, the amount of the payment penalty, and the estimated reduction in the design life of the deficient pavement:
  - a. Removal and replacement of the deficient areas with pavement complying with the contract documents at no additional cost to the Contracting Authority.
  - b. Completion of an agreement that provides a combination of an extended guarantee period and payment penalty and allows the deficient pavement to be left in place.

**Table 7010.05: Pay Factor for PCC Pavement for Design Thickness less than 9"**

| Thickness Index Range | Percent Payment               |
|-----------------------|-------------------------------|
| More than 0 to -0.15  | 100                           |
| -0.16 to -0.25        | 95                            |
| -0.26 to -0.50        | 85                            |
| -0.51 or less         | As determined by the Engineer |

**Table 7010.06: Pay Factor for PCC Pavement for Design Thickness 9" or Greater**

| Thickness Index Range   | Percent Payment                  |
|-------------------------|----------------------------------|
| More than 0.00 to -0.15 | 100                              |
| -0.16 to -0.20          | 99                               |
| -0.21 to -0.25          | 98                               |
| -0.26 to -0.30          | 97                               |
| -0.31 to -0.35          | 96                               |
| -0.36 to -0.40          | 95                               |
| -0.41 to -0.45          | 94                               |
| -0.46 to -0.50          | 93                               |
| -0.51 to -0.55          | 92                               |
| -0.56 to -0.60          | 91                               |
| -0.61 to -0.65          | 90                               |
| -0.66 to -0.70          | 89                               |
| -0.71 to -0.75          | 88                               |
| -0.76 to -0.80          | 87                               |
| -0.81 to -0.85          | 86                               |
| -0.86 to -0.90          | 85                               |
| -0.91 or less           | As determined by the<br>Engineer |

- E. Defects or Deficiencies: Remove and replace or repair pavement containing excessive cracks, fractures, spalls, or other defects at no additional cost to the Contracting Authority. The method of replacement or repair will be determined by the Engineer.

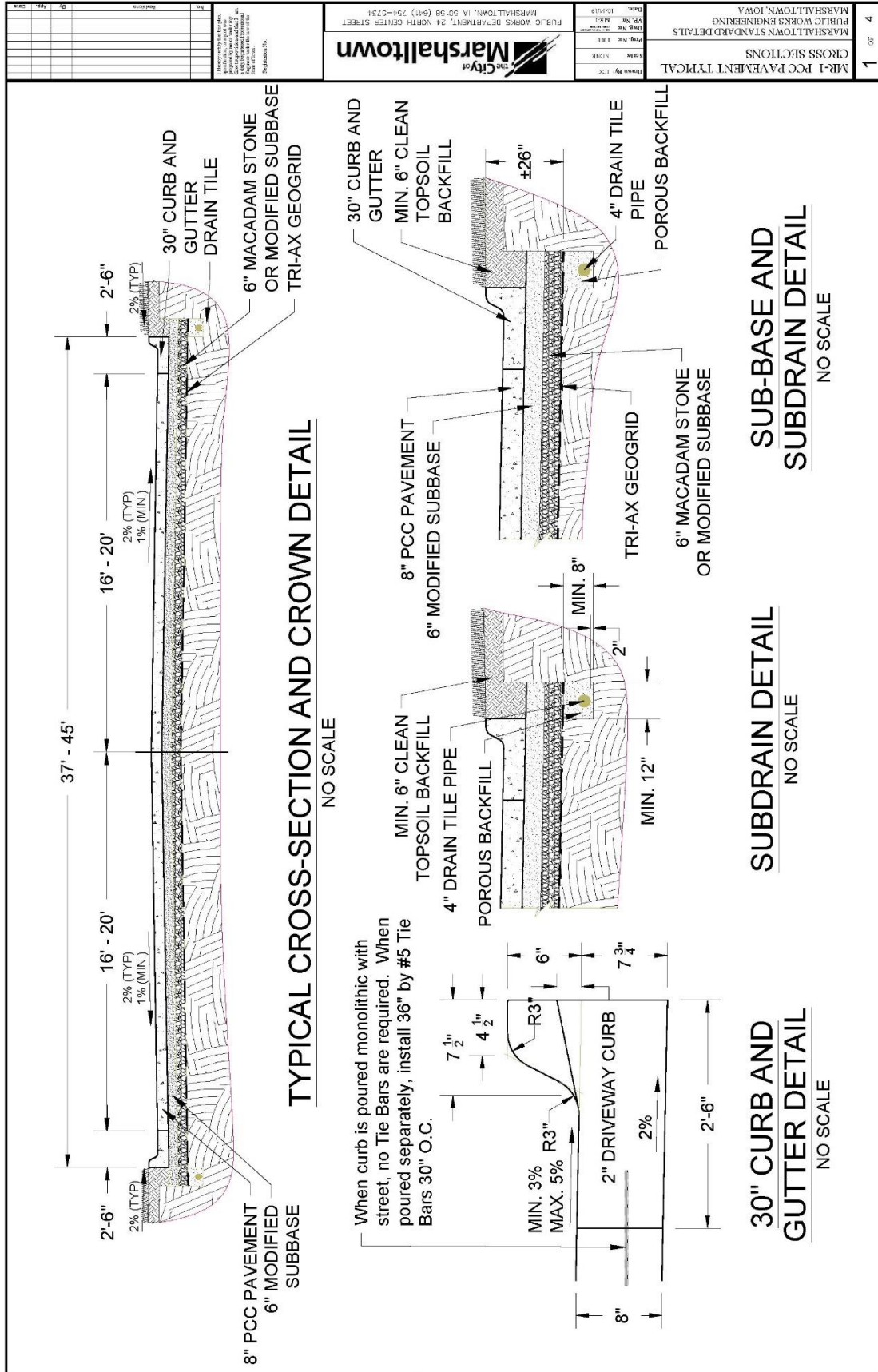
### **3.08 MARSHALLTOWN STANDARD DETAILS**

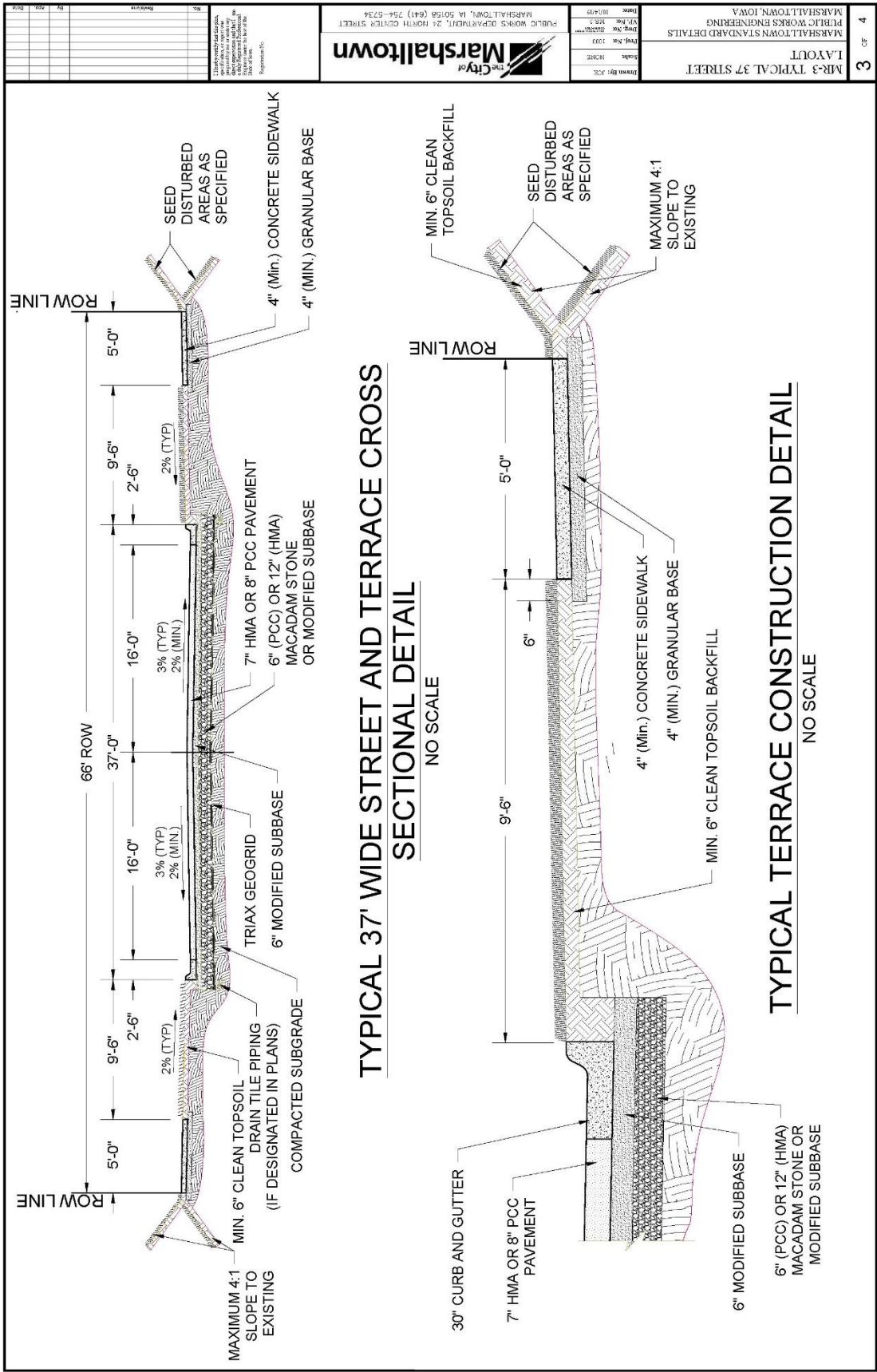
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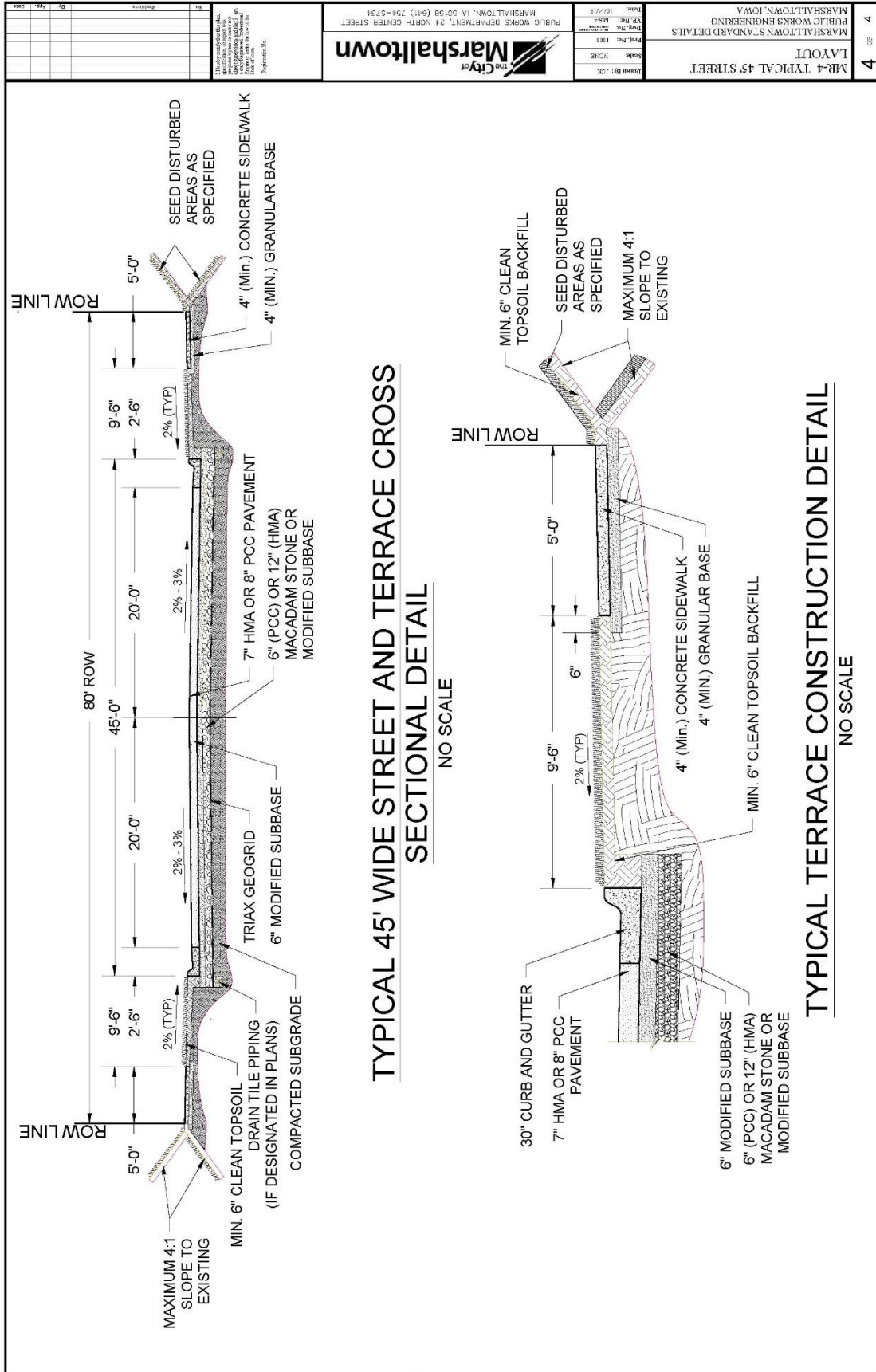
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

END OF SECTION

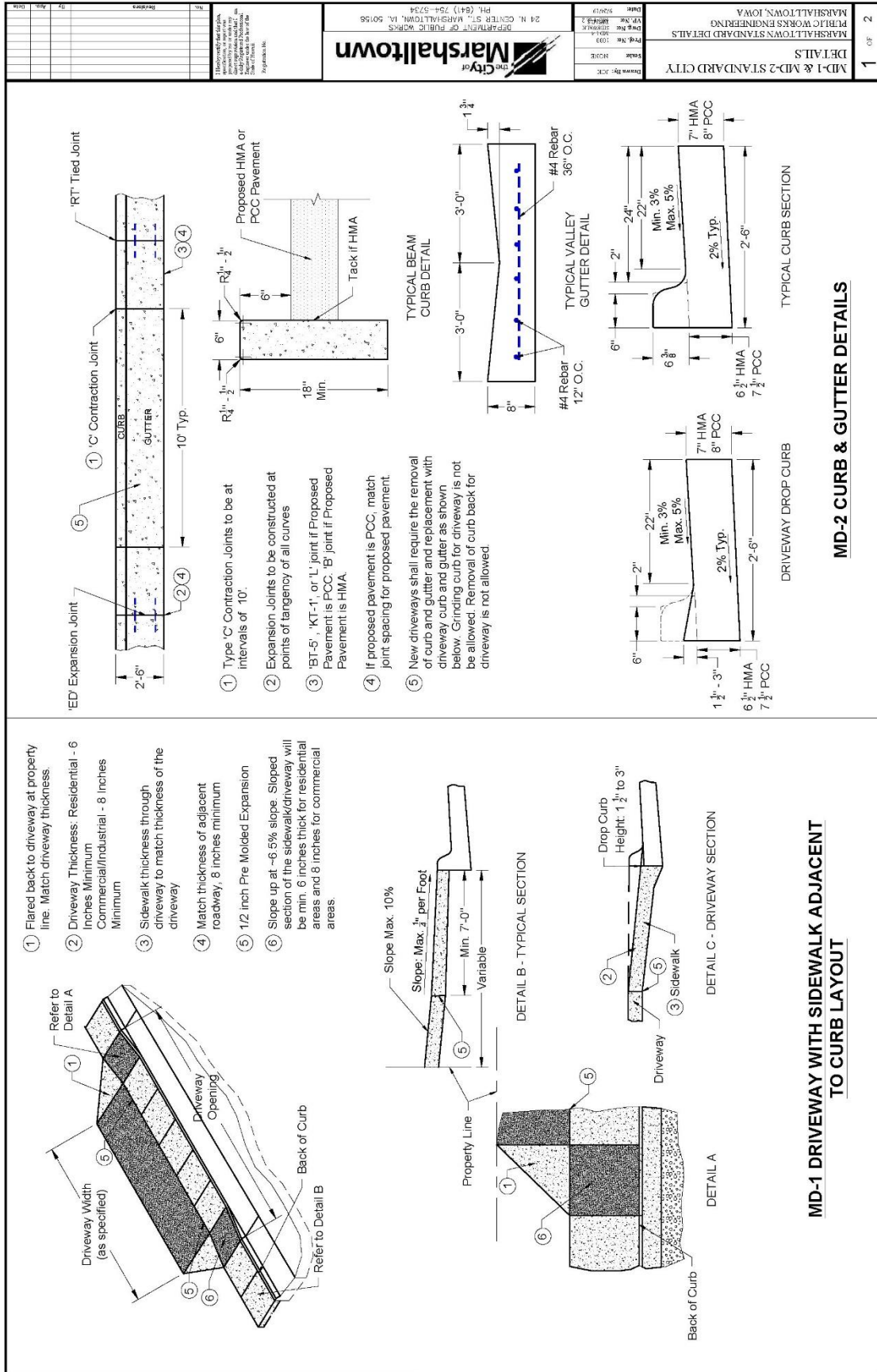




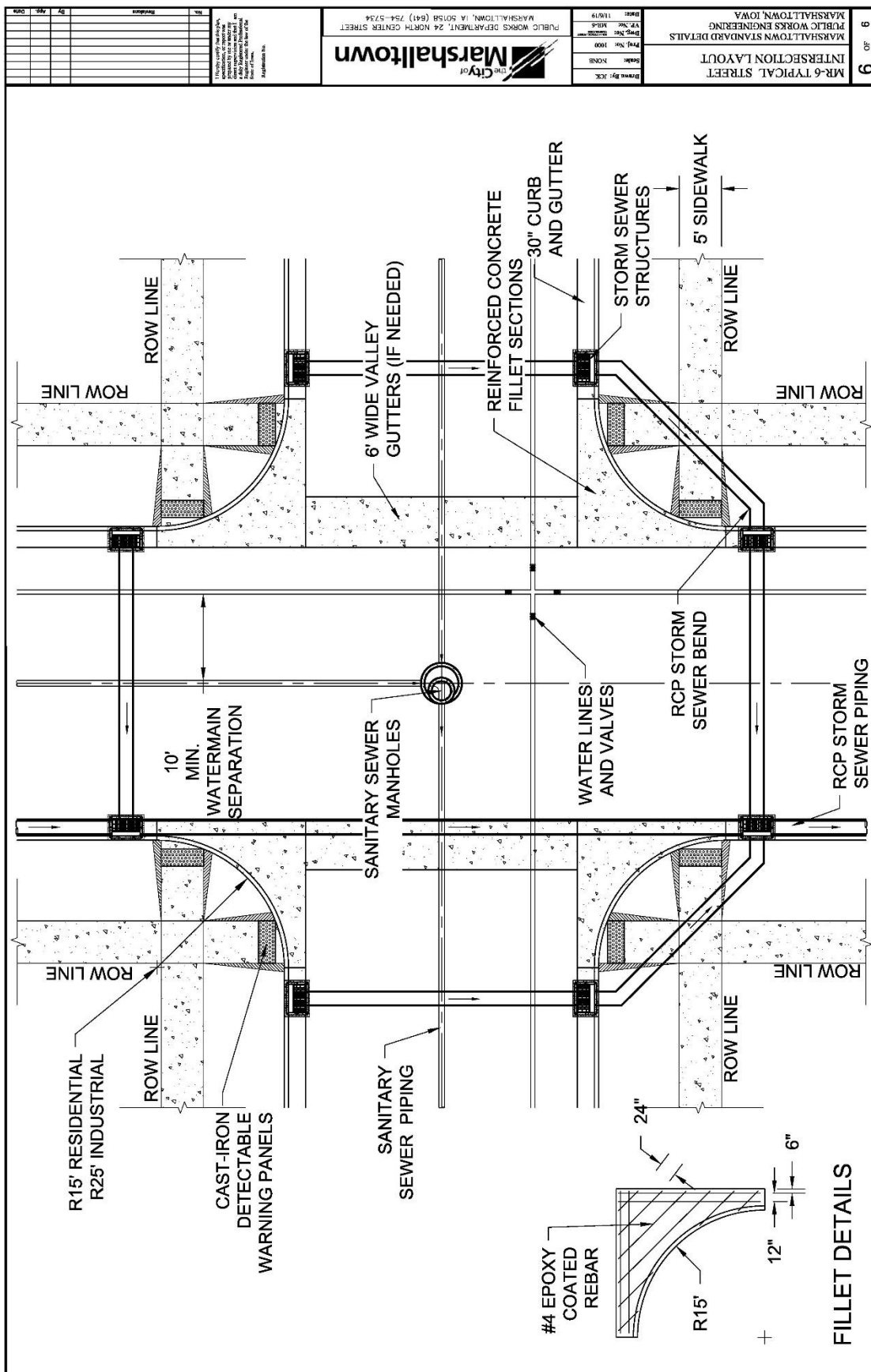


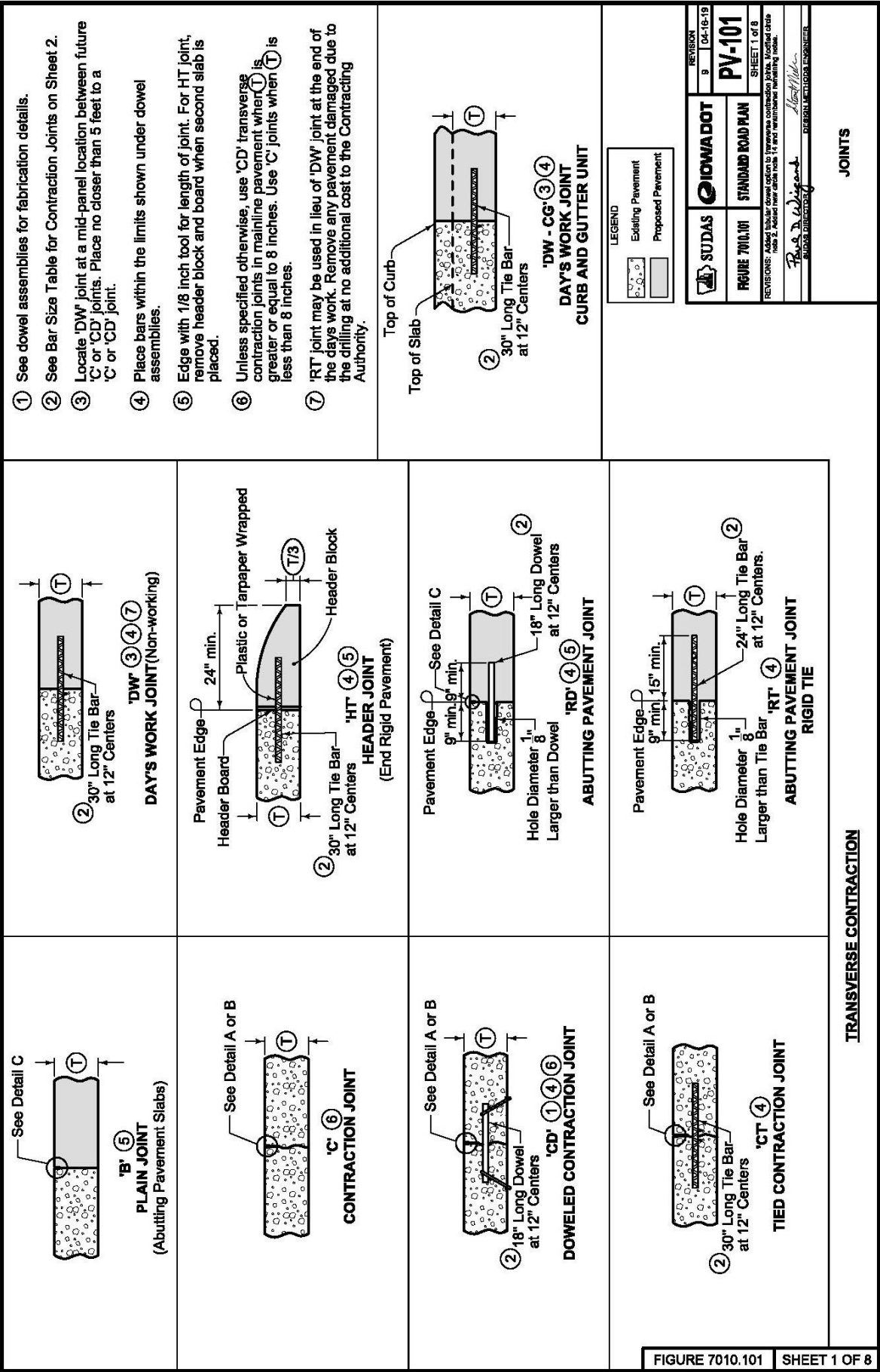






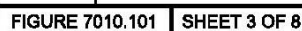


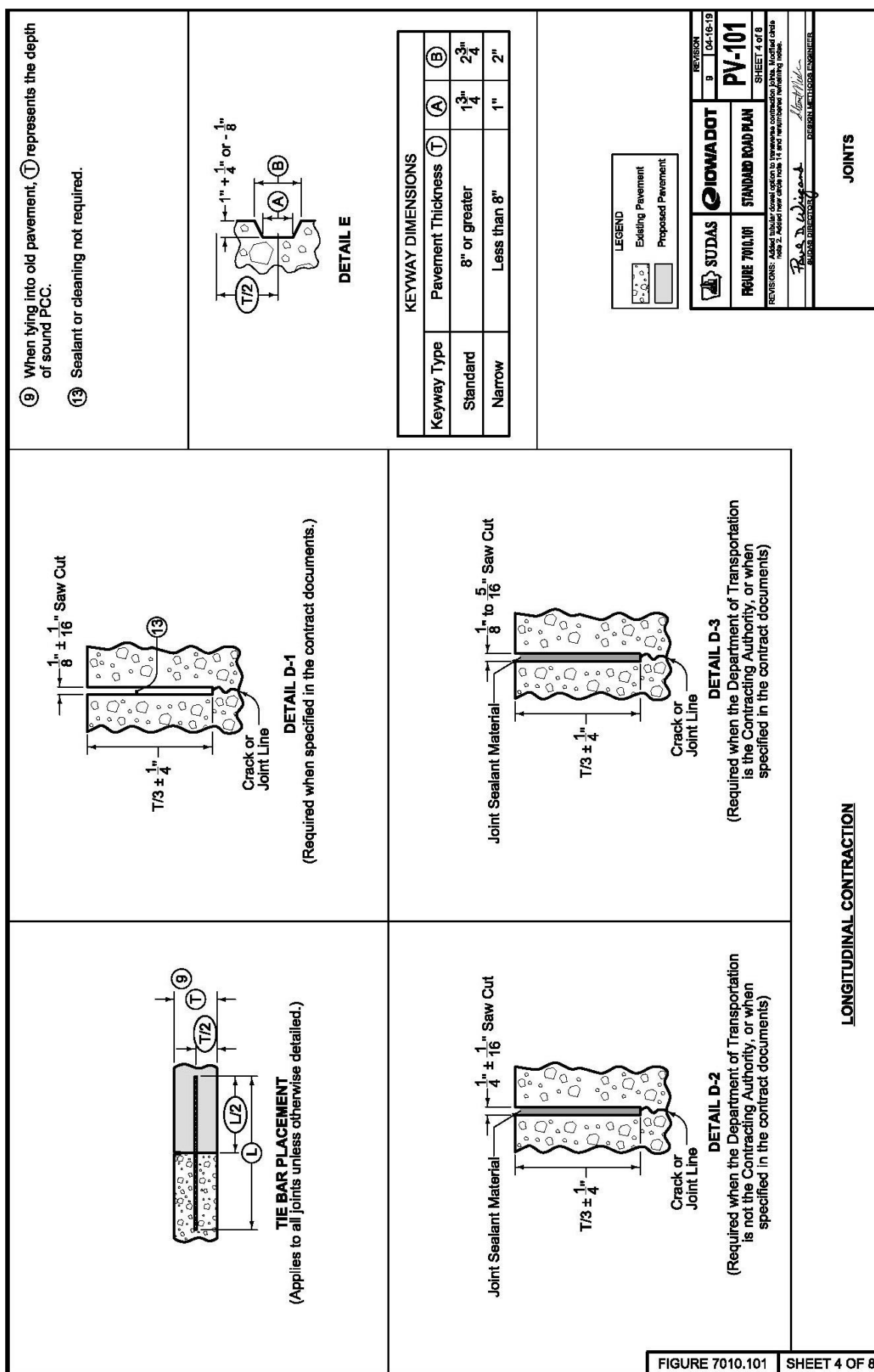




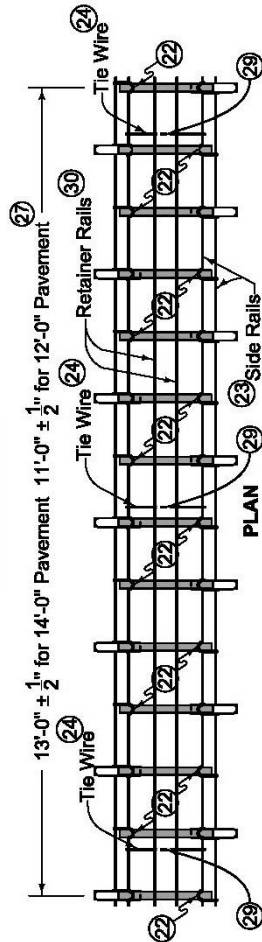




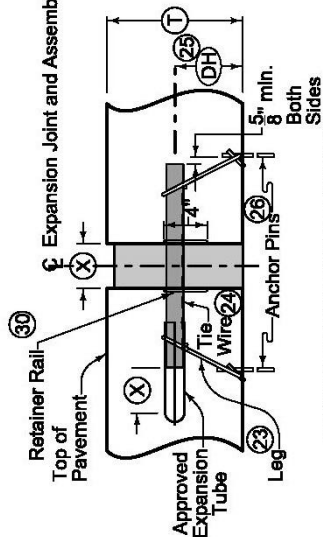
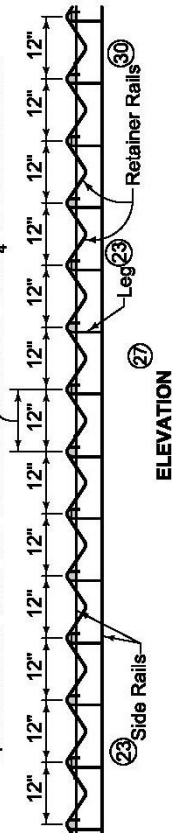




## EXPANSION JOINTS



Spaces between dowel bars are nominal dimensions with a  $\frac{1}{4}$ " allowable tolerance.



| DOWEL HEIGHT AND DIAMETER<br>FOR DOWELED EXPANSION JOINTS |                   |                   |
|-----------------------------------------------------------|-------------------|-------------------|
| ①                                                         | ②(25)             | Diameter          |
| 7" to 7 $\frac{1}{2}$ "                                   | 3 $\frac{1}{2}$ " | 3 $\frac{3}{4}$ " |
| 8" to 9 $\frac{1}{2}$ "                                   | 4 $\frac{1}{4}$ " | 1 $\frac{1}{4}$ " |
| 10" to 11 $\frac{1}{2}$ "                                 | 5 $\frac{1}{4}$ " | 1 $\frac{1}{2}$ " |
| 12" to 13"                                                | 6 $\frac{1}{4}$ " | 1 $\frac{1}{2}$ " |

| JOINT OPENING AND<br>EXPANSION TUBE EXTENSION |                   |                        |
|-----------------------------------------------|-------------------|------------------------|
| Joint Type                                    | ⊗                 | Minimum<br>Tube Length |
| "ED"                                          | 1"                | 6"                     |
| "EE"                                          | 2"                | 7"                     |
| "EF"                                          | 3 $\frac{1}{2}$ " | 9"                     |

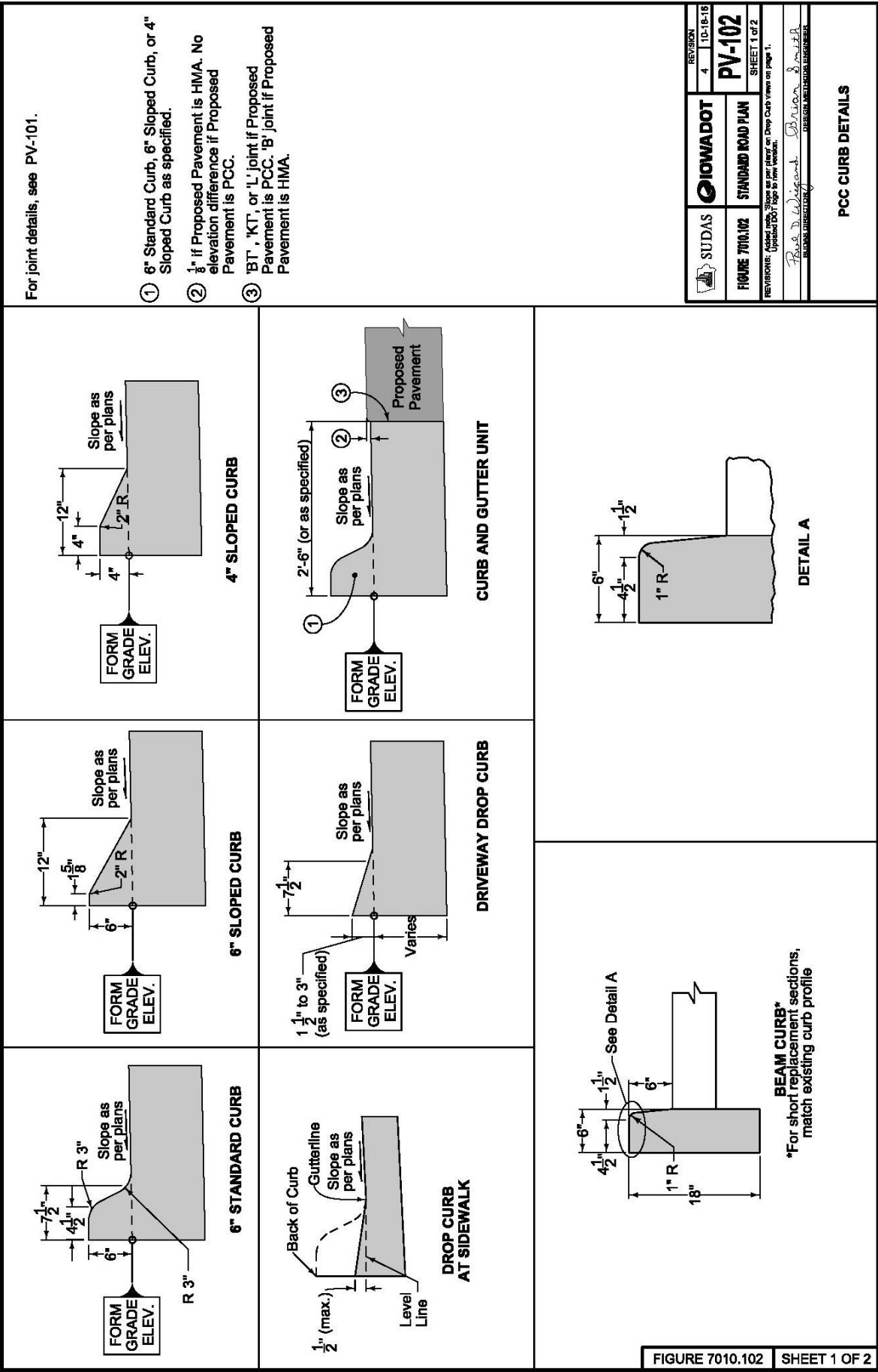
- 19 Use 18 inch long dowel bars with a tolerance of  $\pm 1/8$  inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within  $\pm 1/8$  inch.
- 20 Use wires with a minimum tensile strength of 50 ksi.
- 21 Details apply to both transverse contraction and expansion joints.
- 22 Weld alternately throughout.
- 23 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- 24 Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- 25 Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- 26 Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- 27 If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- 28 Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.
- 29 Clip and remove center portion of tie during field assembly.
- 30 1/4 inch diameter wire.

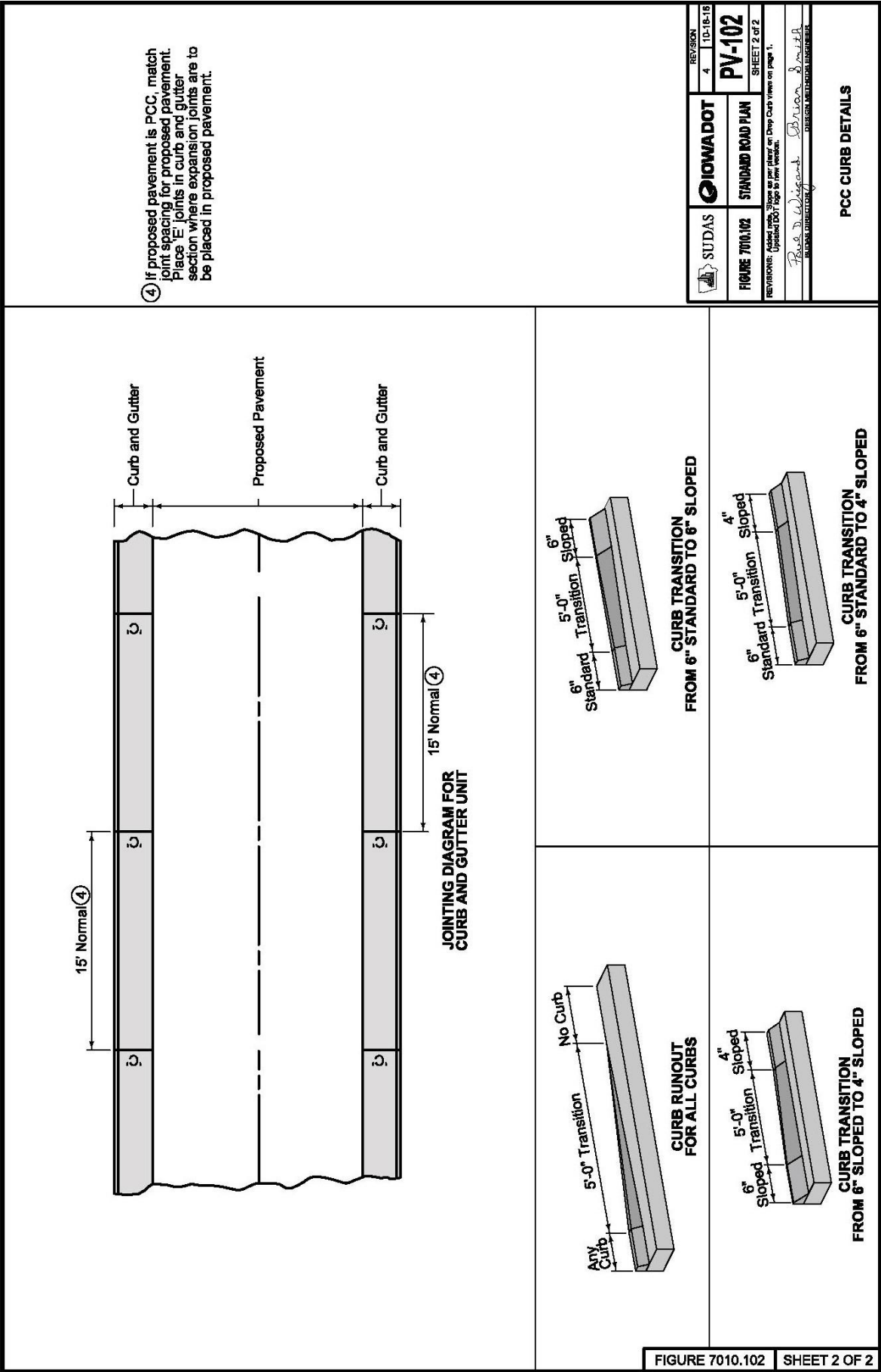
**DOWEL ASSEMBLIES**

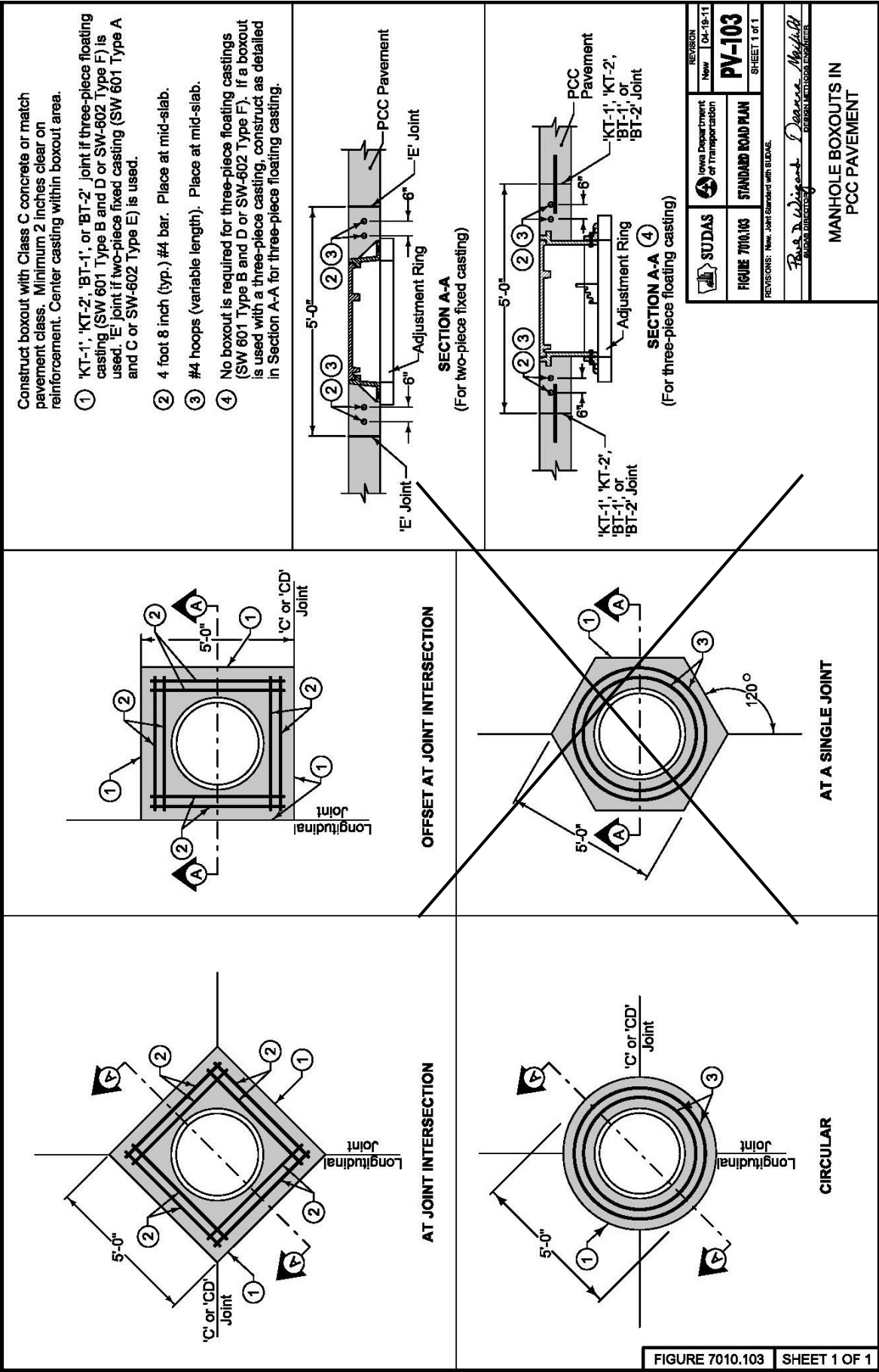
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|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------|
|                                                            |  | REVISION                                      |
|                                                                                                                                               |                                                                                     | 9      04-16-19                               |
| FIGURE 701A.101                                                                                                                               | STANDARD ROAD PLAN                                                                  | <b>PV-101</b>                                 |
|                                                                                                                                               |                                                                                     | SHEET 7 of 8                                  |
| REVISIONS: Addd Subur Downe option to Interstate contractor John Modified date 04-16-19 Addd Subur Downe Note 1 per Interchange turning road. |                                                                                     |                                               |
| <i>Paul D. Weigand</i><br>SUDAS ENGINEER                                                                                                      |                                                                                     | <i>Scott Miller</i><br>DESIGN METHOD ENGINEER |
| JOINTS                                                                                                                                        |                                                                                     |                                               |

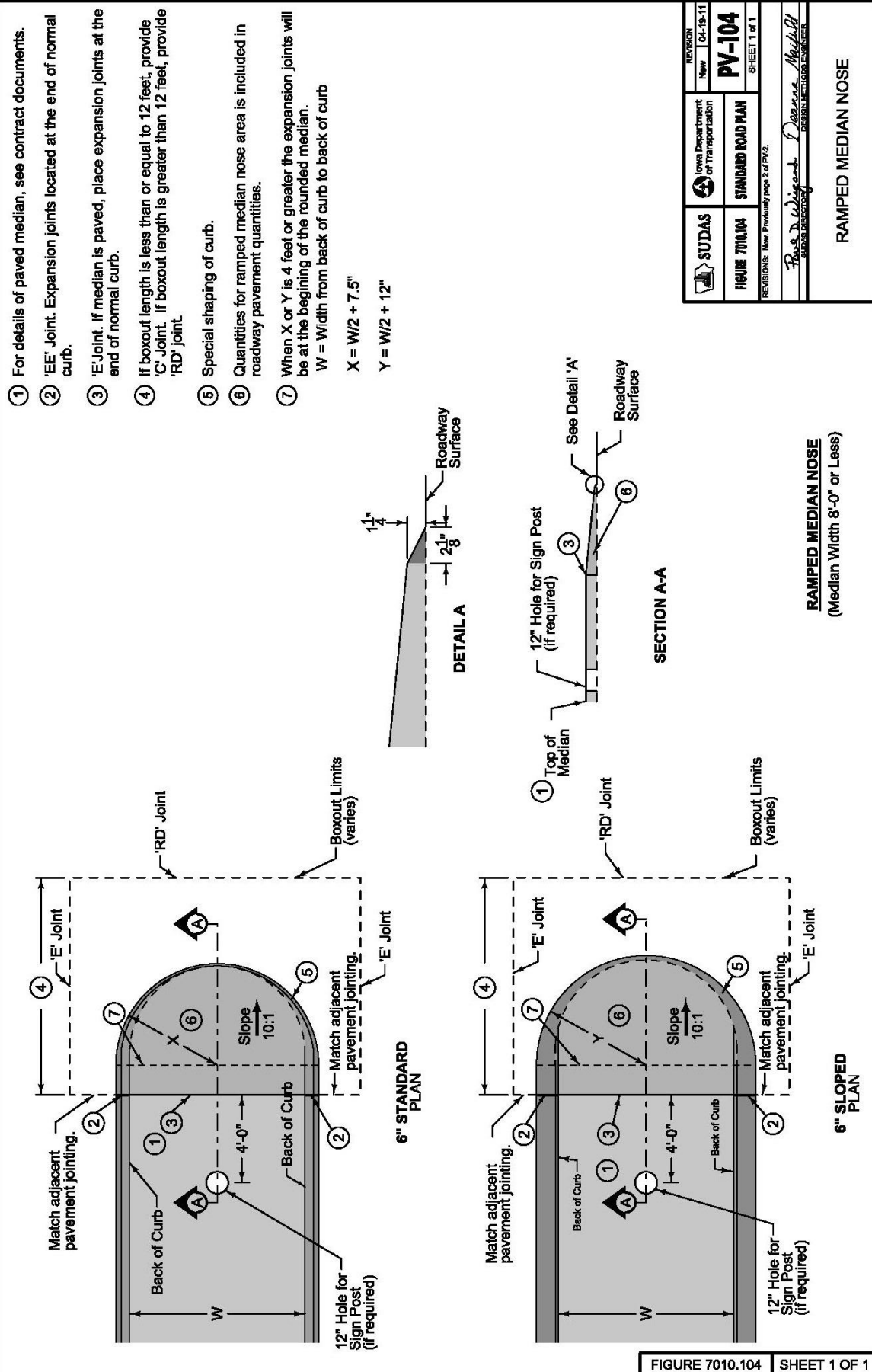
|                 |              |
|-----------------|--------------|
| FIGURE 7010.101 | SHEET 7 OF 8 |
|-----------------|--------------|



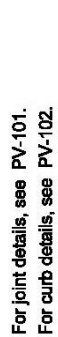




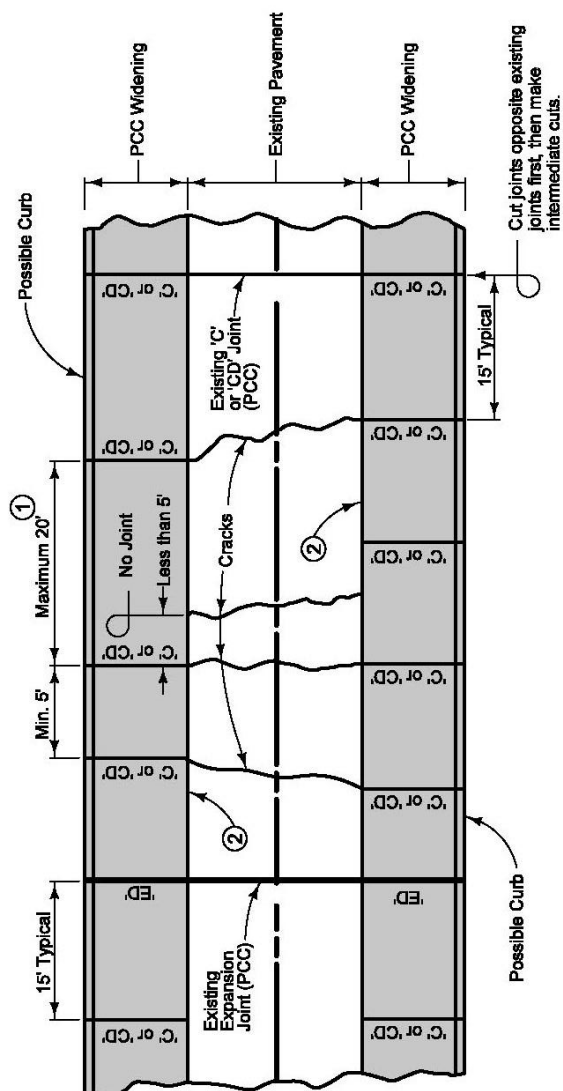






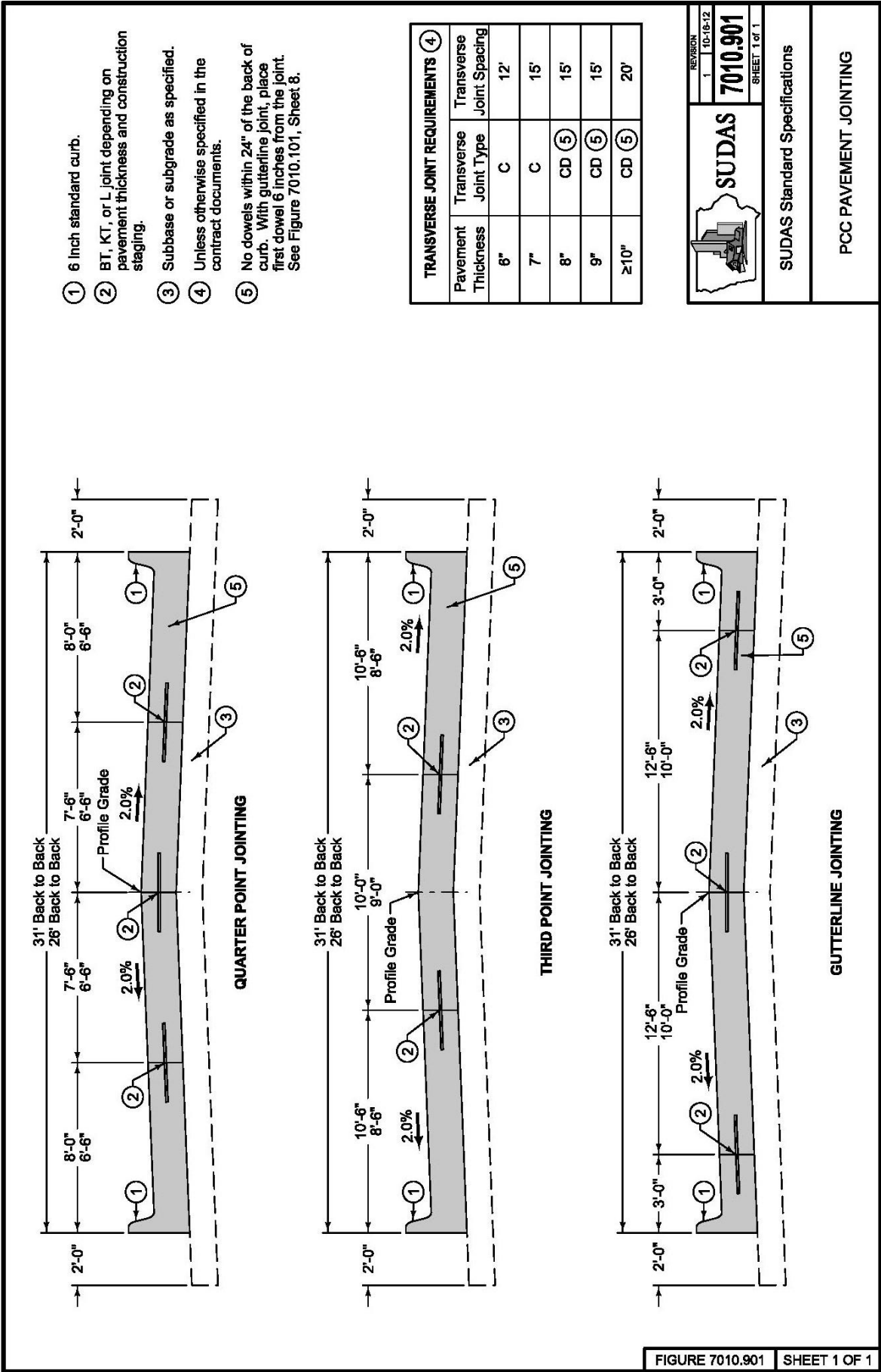


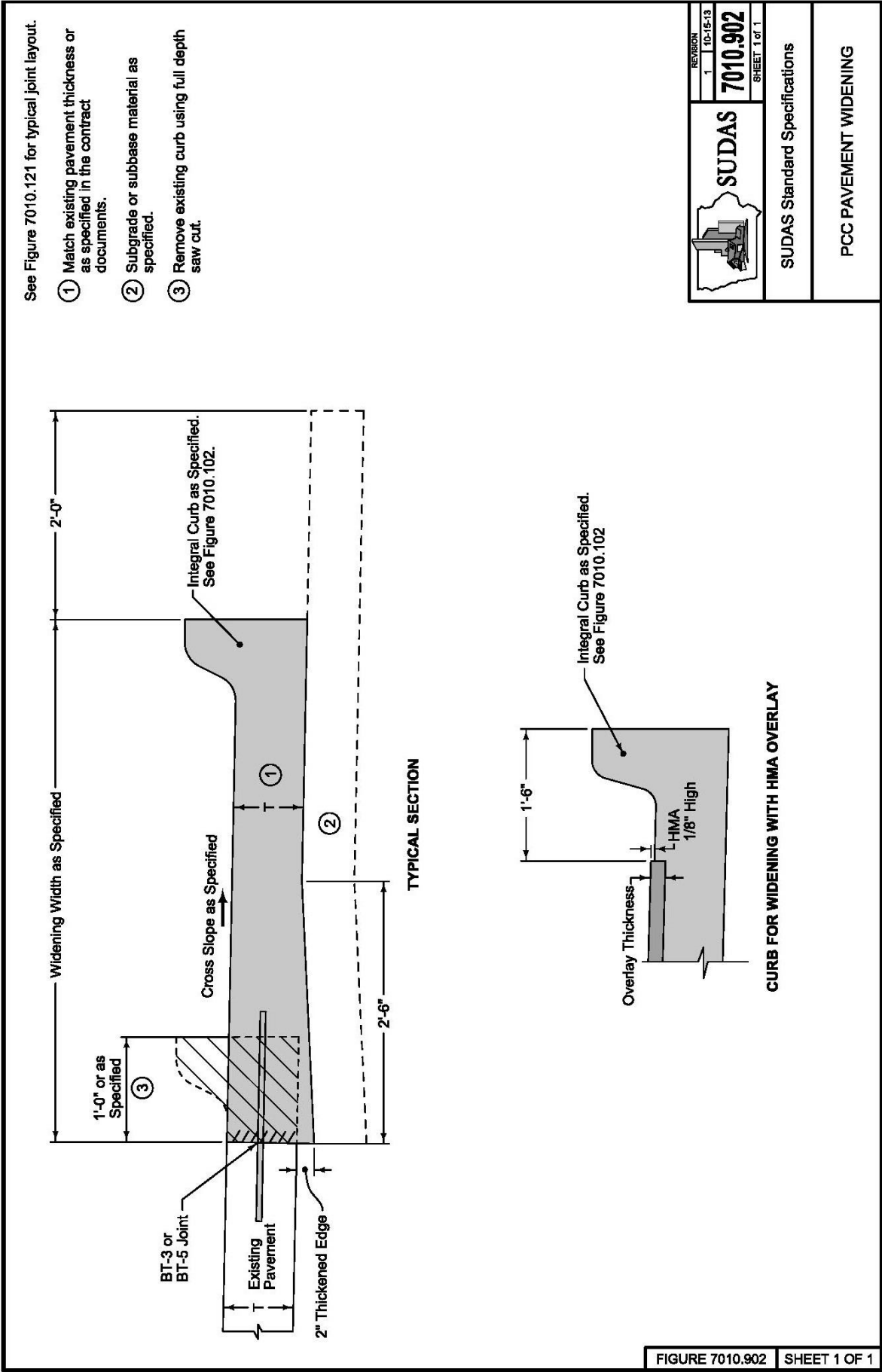
- ① If more than 20 feet, add extra joint at midpoint.
- ② 'BT' Joint.

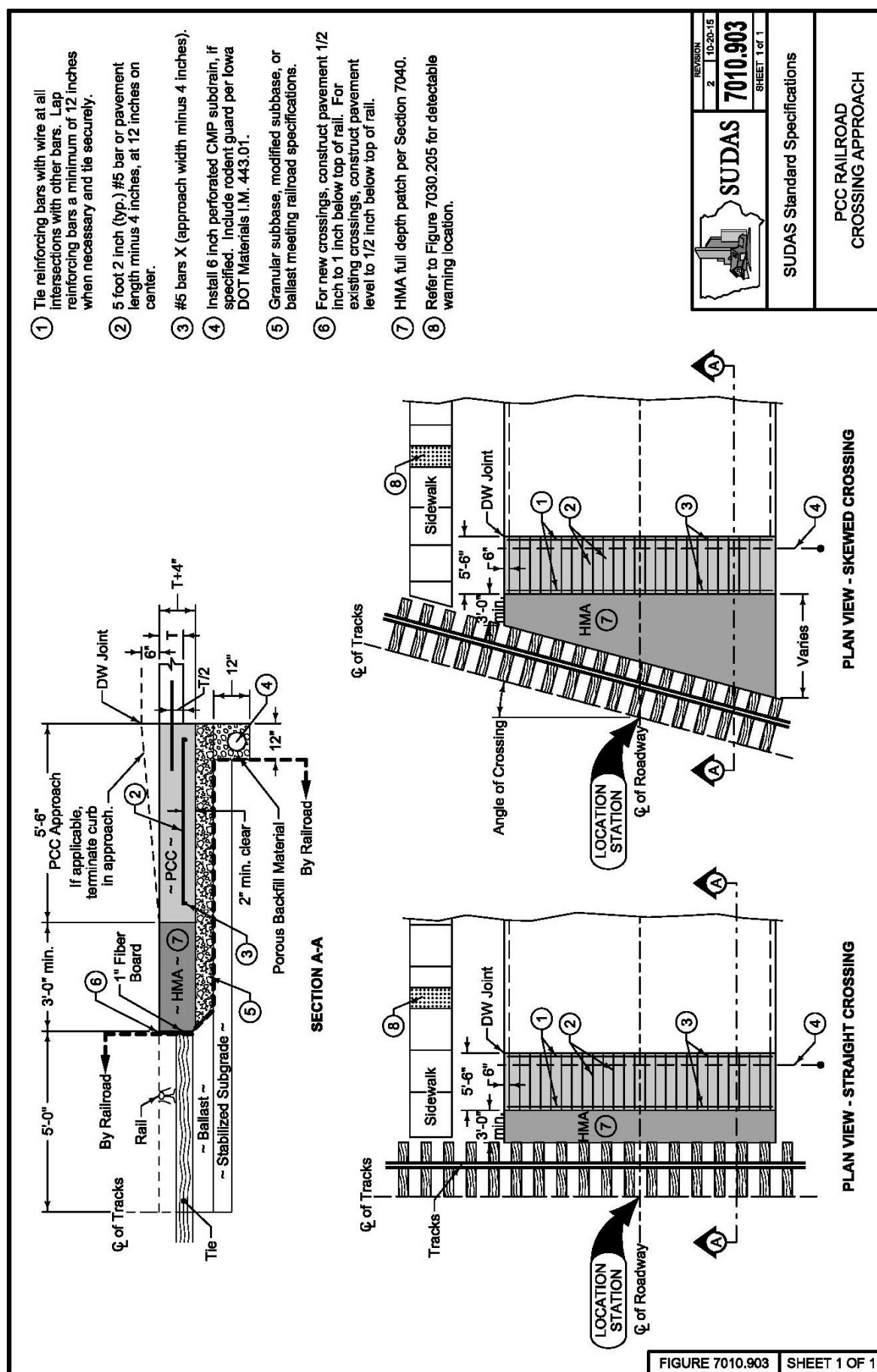


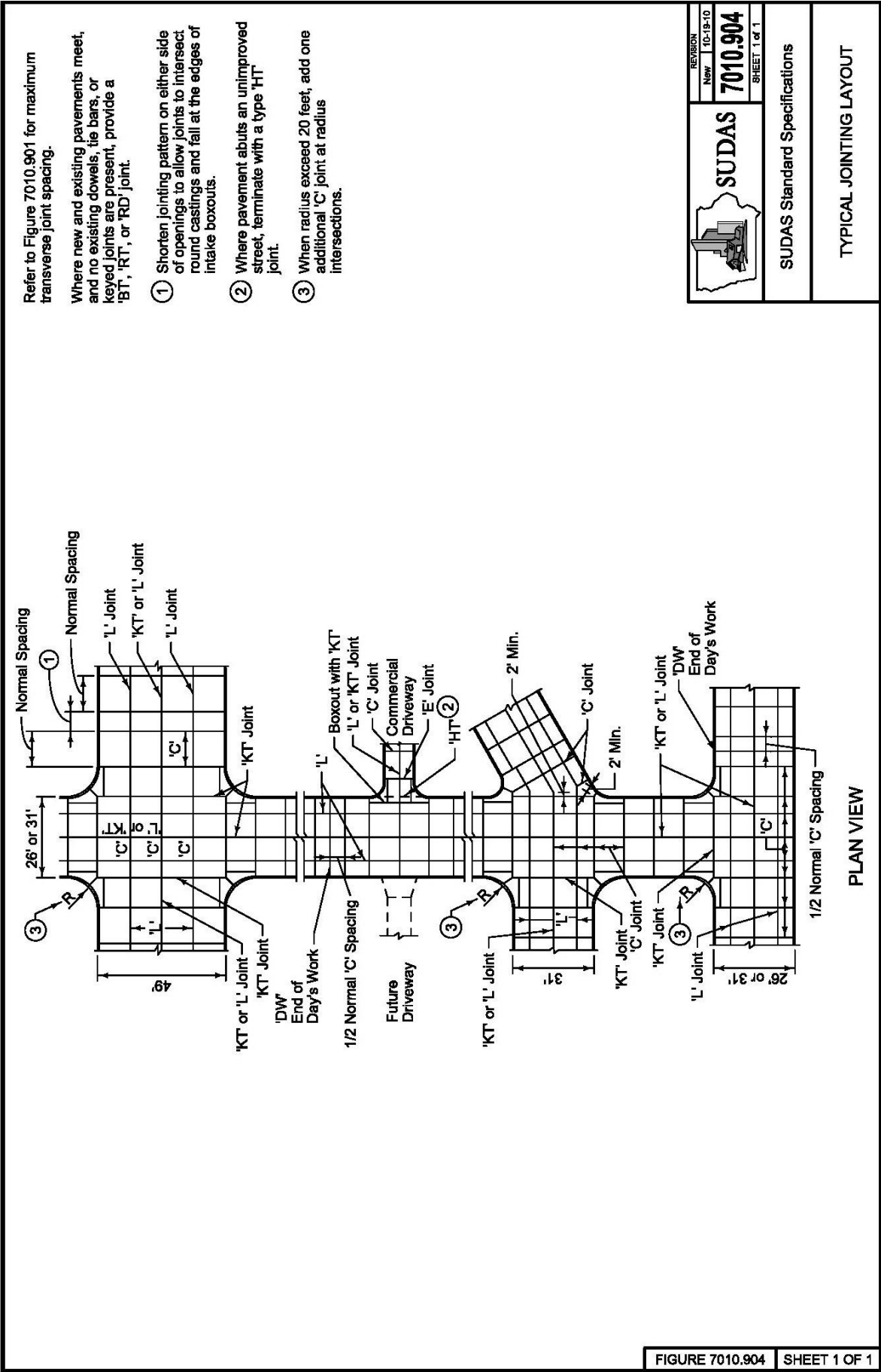
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|--------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|--|----------|----------|
| SUDAS                                                                                                                                            |  | IOWA DOT           |  | REVISION |          |
|                                                               |  | STANDARD ROAD PLAN |  | 1        | 04-21-16 |
| SHEET 7001.121                                                                                                                                   |  | PV-121             |  |          |          |
| REVISIONS: Add new notes 2 and replaced the DOT logo in the title block with the new version.                                                    |  |                    |  |          |          |
| DESIGNED BY: <i>Bob D. Weigand</i><br>DRAWN BY: <i>Bob D. Weigand</i><br>CHECKED BY: <i>Bob D. Weigand</i><br>DESIGN METHOD: <i>CONVENTIONAL</i> |  |                    |  |          |          |

|                 |              |
|-----------------|--------------|
| FIGURE 7010.121 | SHEET 1 OF 1 |
|-----------------|--------------|

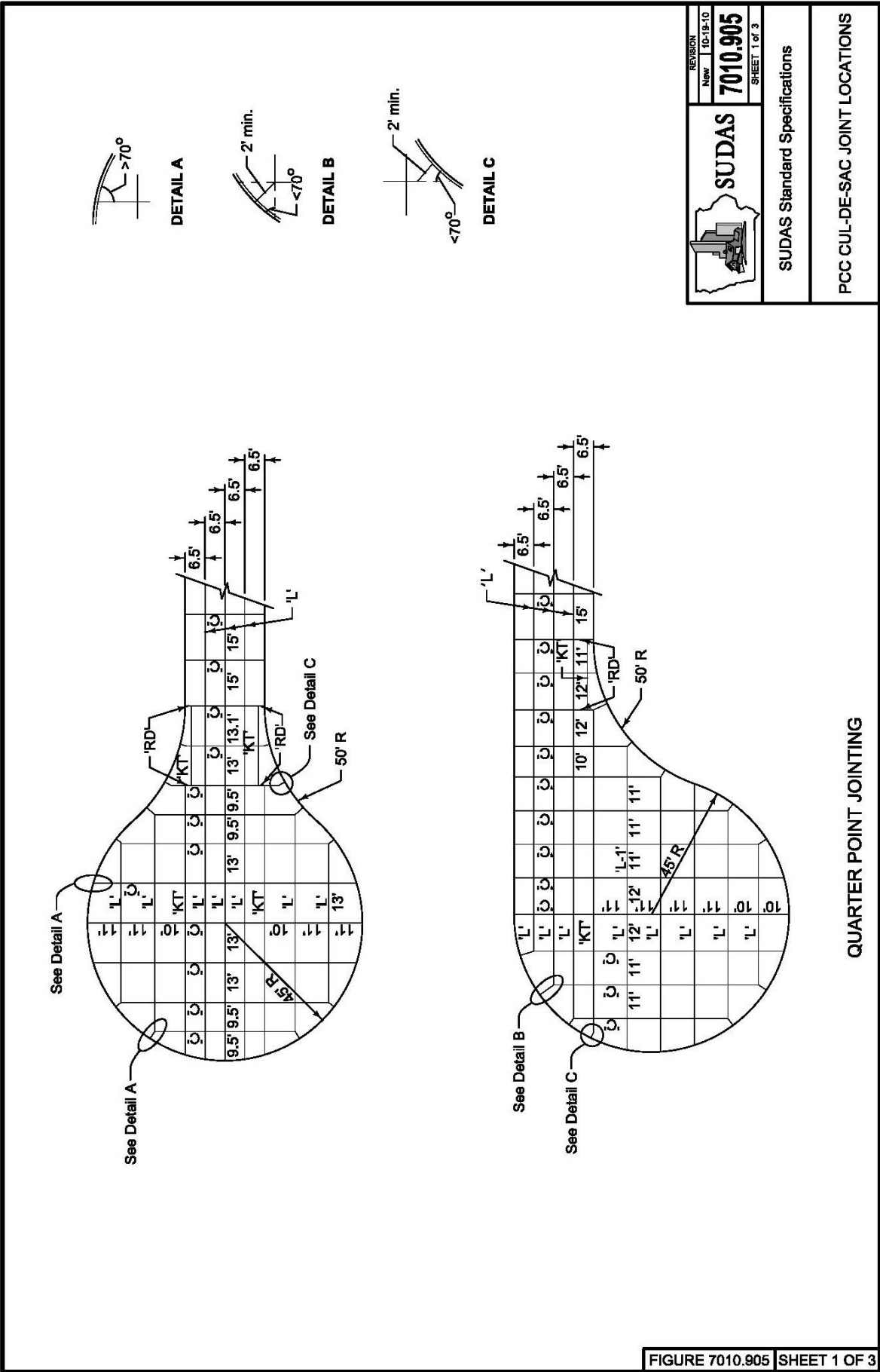






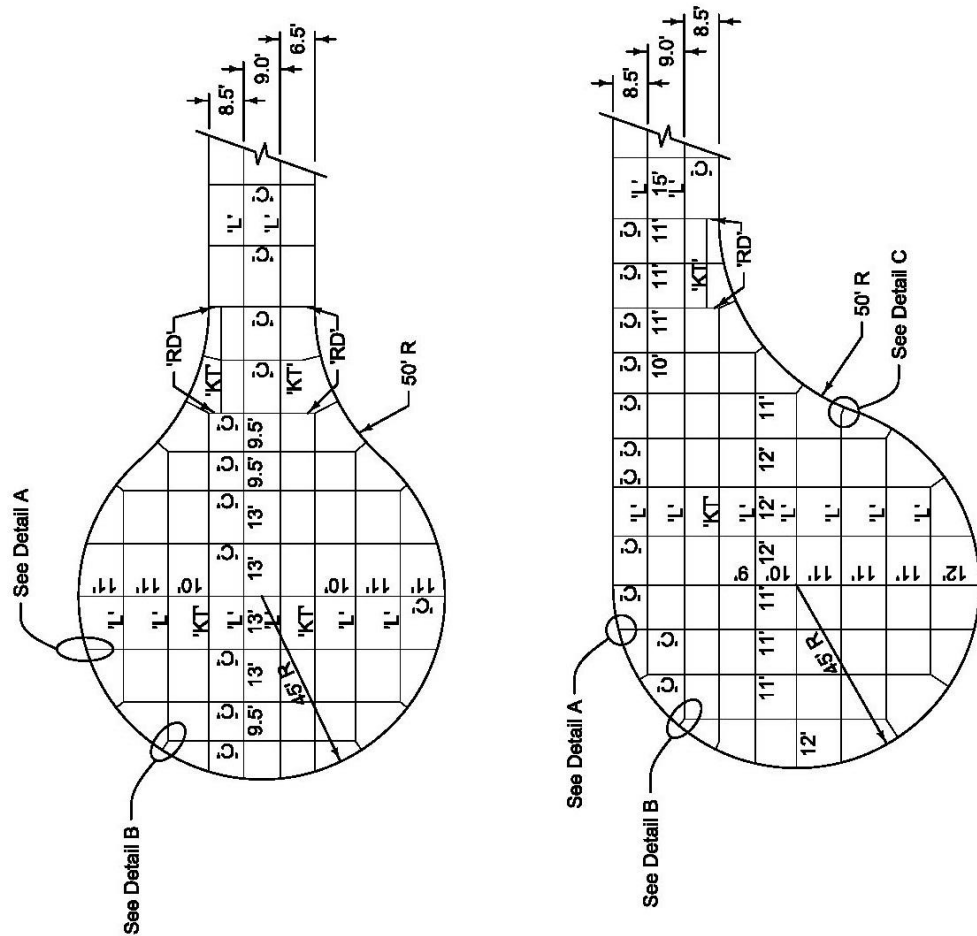


|                                                                                                  |              |              |
|--------------------------------------------------------------------------------------------------|--------------|--------------|
|  <b>SUDAS</b> | REVISION     | SHEET 1 OF 1 |
|                                                                                                  | New 10-18-10 |              |
| <b>7010.904</b>                                                                                  |              |              |
| SUDAS Standard Specifications                                                                    |              |              |
| TYPICAL JOINTING LAYOUT                                                                          |              |              |



|                                                                                     |          |          |              |
|-------------------------------------------------------------------------------------|----------|----------|--------------|
|  | REVISION | 7010.905 | SHEET 1 of 3 |
|                                                                                     | New      | 10-19-10 |              |
| SUDAS Standard Specifications                                                       |          |          |              |
| PCC CUL-DE-SAC JOINT LOCATIONS                                                      |          |          |              |

FIGURE 7010.905 SHEET 1 OF 3



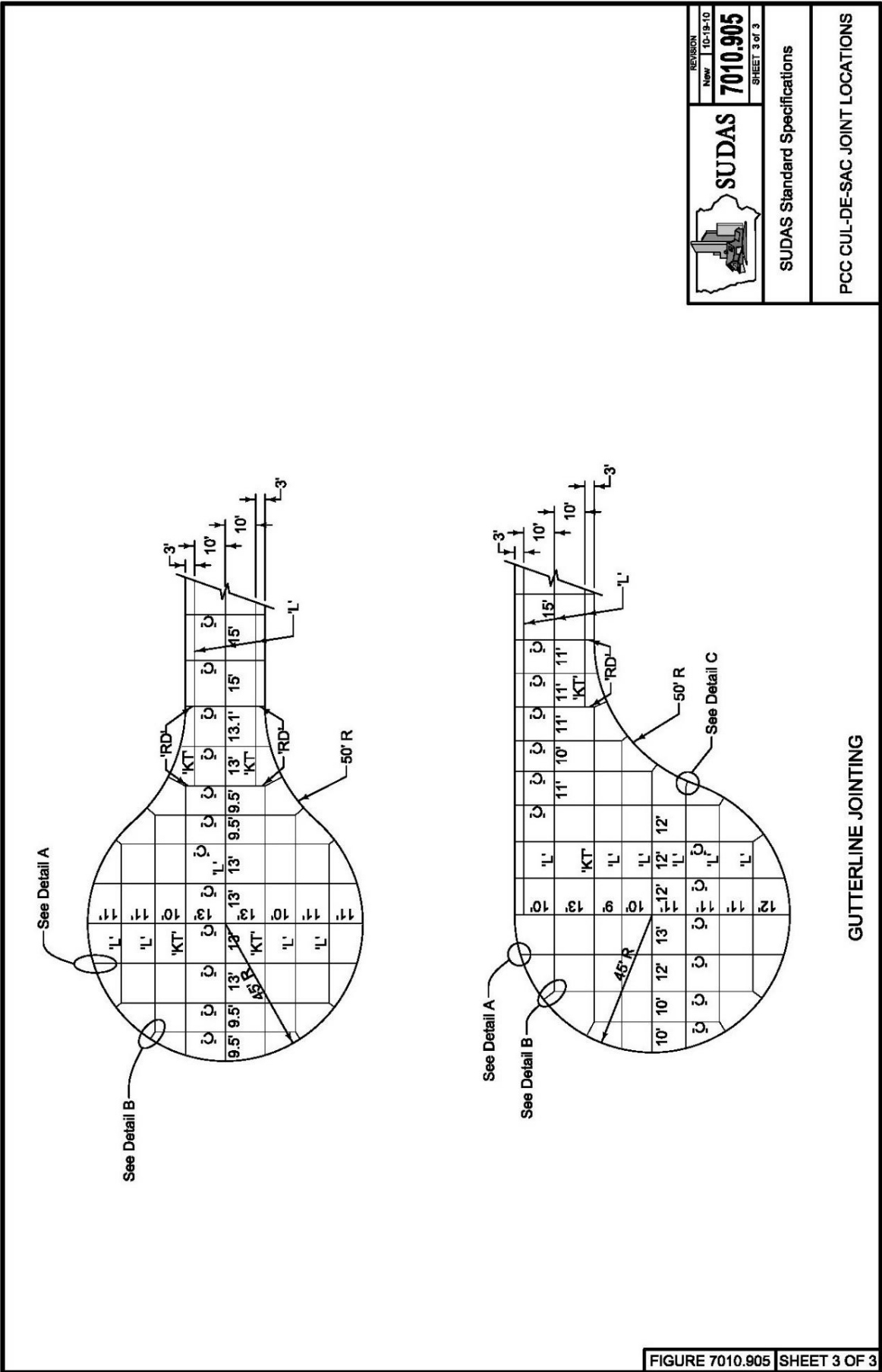
### THIRD POINT JOINTING

|                                                                                     |              |                          |                 |
|-------------------------------------------------------------------------------------|--------------|--------------------------|-----------------|
|  | <b>SUDAS</b> | REVISION<br>New 10-18-10 | <b>7010.905</b> |
|                                                                                     |              | SHEET 2 of 3             |                 |

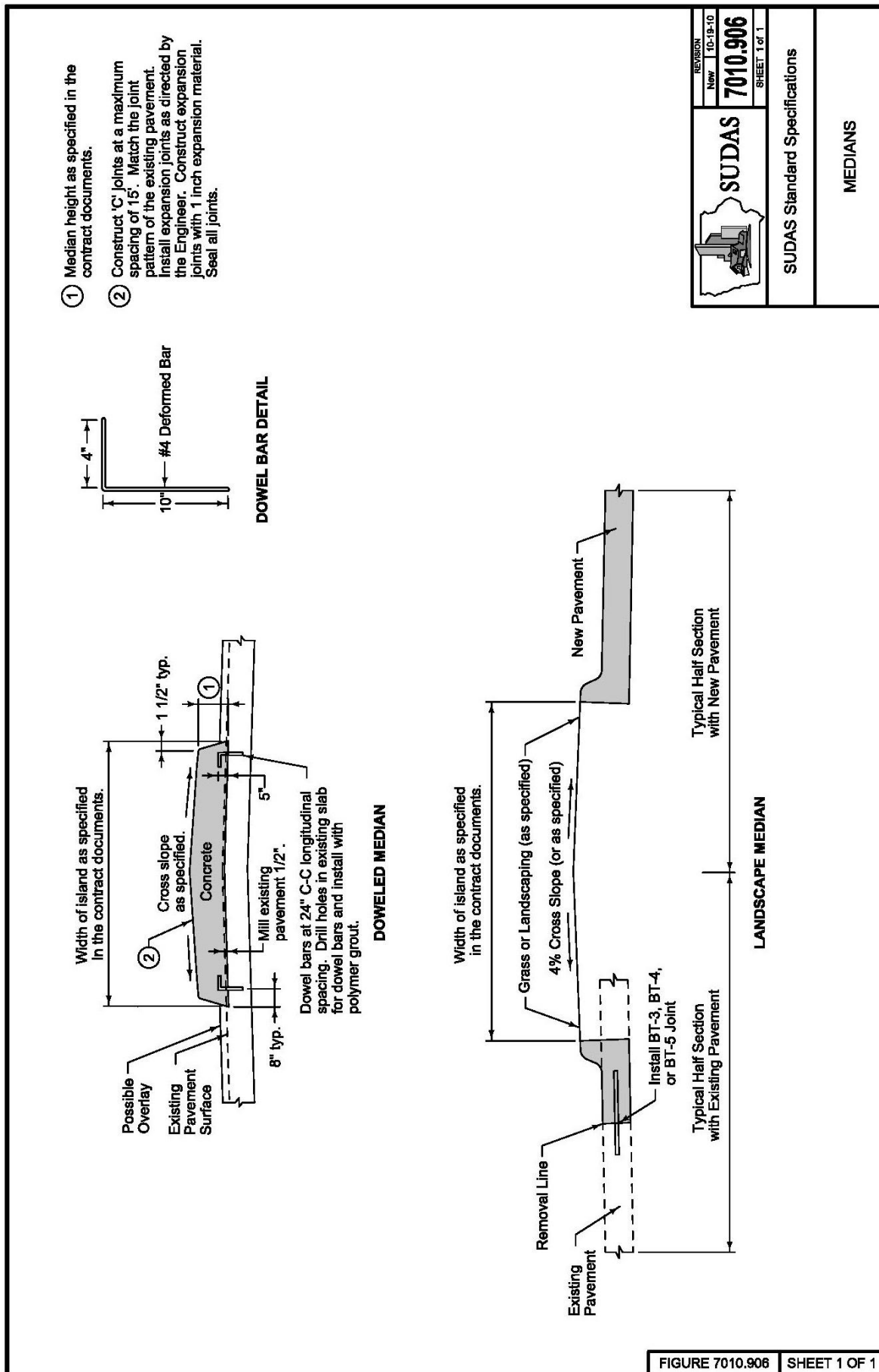
## SUDAS Standard Specifications

# PCC CUL-DE-SAC JOINT LOCATIONS

FIGURE 7010.905 SHEET 2 OF 3







|                                                                                                     |                 |              |
|-----------------------------------------------------------------------------------------------------|-----------------|--------------|
| <br><b>SUDAS</b> | REVISION        |              |
|                                                                                                     | New             | 10-15-10     |
|                                                                                                     | <b>7010.906</b> |              |
|                                                                                                     |                 | SHEET 1 of 1 |
| SUDAS Standard Specifications                                                                       |                 |              |
| MEDIANS                                                                                             |                 |              |

## **DIVISION 8 – TRAFFIC CONTROL**

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## SECTION 8030 - TEMPORARY TRAFFIC CONTROL

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Temporary Traffic Control Devices
- B. Installation
- C. Maintenance
- D. Quality Control

#### **1.02 DESCRIPTION OF WORK**

This part of the specifications includes materials, equipment, and procedures for traffic control during construction. Furnish, erect, operate, maintain, move, and remove all traffic control devices required. Comply with the current edition of the MUTCD as adopted by the Iowa DOT.

#### **1.03 SUBMITTALS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:

- A. Submit a traffic control plan for review and approval prior to installation.
- B. Submit proposed modifications to the traffic control plan for review and approval prior to making changes.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, HANDLING, AND SALVAGING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

- A. When a bid item for Temporary Traffic Control is included on the proposal form, comply with this section for measurement and payment

- B. When the proposal form does not include a bid item for temporary traffic control, all costs incurred by the contractor for temporary traffic control are incidental to other work and will not be paid for separately.
- C. Provide 10 calendar days advance notification of a pedestrian path closure to the Engineer and the National Federation of the Blind of Iowa ([www.nfb.org](http://www.nfb.org)).

## 1.08 MEASUREMENT AND PAYMENT

Temporary Traffic Control:

- A. Measurement: Lump sum item; no measurement will be made.
- B. Payment: Payment will be at the lump sum price for temporary traffic control. Proportional payments will be made equal to the percentage of the dollar amount paid on the original contract amount.
- C. Includes: Lump sum price includes, but is not limited to, installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and reinstallation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions; and flaggers. When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided: portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars.

## PART 2 - PRODUCTS

### 2.01 GENERAL

Use products and materials complying with Part 6 of the MUTCD.

### 2.02 SIGNS

- A. Material: Sheet aluminum, galvanized steel, plywood, or flexible roll-up material complying with Iowa DOT Article 4186.02.
- B. Size and Type:
  - 1. Regulatory Signs: As indicated in the contract documents or recommended in the MUTCD.
  - 2. Sidewalk Signs: Minimum size 12 inch by 24 inch.
  - 3. Warning Signs: Comply with Table 8030.01.

**Table 8030.01: Warning Signs**

| Speed Limit (mph) | Minimum Sign Size | Minimum Uppercase Letter Size | Minimum Plaque Size |
|-------------------|-------------------|-------------------------------|---------------------|
| < 25              | 30" x 30"         | 4"                            | 18" x 18"           |
| 25 - 35           | 36" x 36"         | 5"                            | 18" x 24"           |
| >35               | 48" x 48"         | 7"                            | 24" x 30"           |

- C. Retroreflective Sheeting: Comply with Iowa DOT Article 4186.03.
- D. Posts:
  - 1. Wood Posts: Comply with Iowa DOT Section 4164.
  - 2. U-Shaped Rail Steel Posts: 3.0 pounds per foot.
  - 3. Perforated Square Steel Tube Posts: 2 1/4 or 2 1/2 inch square 12 gage perforated steel tubing.
- E. Portable Sign Stands: Crashworthy per the test and evaluation criteria of NCHRP Report 350 or Manual on Assessing Safety Hardware (MASH). Must be stable in windy conditions.

## **2.03 CHANNELIZING DEVICES**

Channelizing devices include cones, channelizers, tubular markers, vertical panels, drums, and barricades.

- A. Retroreflective Sheeting: Comply with Iowa DOT Article 4186.03.
- B. Cones: Minimum height of 18 inches for daytime and speed less than or equal to 35 mph. Minimum height of 28 inches with retroreflective bands for nighttime or speed greater than 35 mph.
- C. Channelizers: 42 inch height with retroreflective bands and 16 pound base.
- D. Tubular Markers: Minimum diameter 2 inches with retroreflective bands. Minimum height 18 inches for daytime and speed less than or equal to 35 mph. Minimum height 28 inches for nighttime or speed greater than 35 mph.
- E. Vertical Panels: Minimum height 36 inches with 8 to 12 inch panel width and 24 inch minimum panel height.
- F. Drums: Minimum width 18 inches. Minimum height 36 inches.
- G. Barricades: Minimum rail length 2 feet for Type I or Type II barricades. Minimum rail length 4 feet for Type III barricades. Minimum height of top rail for Type I and Type II equals 3 feet and minimum height to top rail of a Type III is 5 feet.

## **2.04 MISCELLANEOUS PRODUCTS**

- A. Orange Mesh Safety Fence: Comply with Iowa DOT Article 4188.03.
- B. Temporary Barrier Rail: Unless otherwise specified, use precast concrete units. Comply with Iowa DOT Standard Road Plan BA-401.

## **2.05 EQUIPMENT**

- A. Warning Lights:
  - 1. For nighttime installation, provide Type A warning lights visible to both directions of traffic.
  - 2. For 24 hour installations, provide Type B warning lights.
- B. Arrow Boards: When required, provide Type A, B, or C arrow boards operating in sequential chevron mode.

- C. Portable Dynamic Message Signs: Comply with Iowa DOT Article 4188.07.
- D. Pilot Cars: Pickup trucks or automobiles with G20-4 signs reading: PILOT CAR - FOLLOW ME. Mount two signs on each vehicle, visible from both directions of traffic. Mount signs with bottom of signs at least 1 foot above the top of the vehicle's roof.
- E. Vehicle Warning Lights: Supply amber, high-intensity rotating, flashing, oscillating, or strobe light.

## **2.06 FLAGGERS**

- A. General: Comply with the current Iowa DOT Flagger's Handbook for flagger operations, equipment, and apparel.
- B. Lighting: Provide auxiliary lighting at flagger stations when nighttime flagging is required.
- C. Training: For other than short time, emergency, or relief assignment of flaggers, provide flagger training to include the following:
  - 1. Issuing a copy of the current Iowa DOT Flagger's Handbook to and review by each flagger.
  - 2. Presentation of the current Iowa Professional Flagging Video to each flagger.
  - 3. Issuing a flagger training card to each flagger, to be carried at all times and shown upon request. Include the following information on training card:
    - a. Employee name
    - b. Date of training
    - c. Name of instructor
    - d. Expiration date of December 31 of the year following the training date

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General: Install temporary traffic control devices according to the Section 8030 figures and Part 6 of the MUTCD.
- B. Sign Posts: For durations more than 3 consecutive calendar days, mount the signs on fixed posts. For durations 3 consecutive calendar days or less, mount the signs on fixed posts or movable skids.
- C. Temporary Barrier Rail: Place at locations specified in the contract documents. Tie and anchor units as shown on Iowa DOT Standard Road Plan BA-401.
- D. Sandbags: Use sandbags to anchor all traffic control devices subject to movement by wind. Do not place sandbags on tops of barricades, drums, or vertical panels.
- E. Conflicting Signs: Cover or remove signs with messages conflicting with temporary traffic control as approved or directed by the Engineer.

- F. Modifications: Submit proposed traffic control plan modifications to the Engineer for review and approval prior to making changes.

### **3.02 MAINTENANCE**

- A. General: Promptly repair, replace, reposition, or clean traffic control devices, as needed, or as directed by the Engineer.
- B. Non-working Hours: At the end of working hours, remove, cover, or turn down traffic control devices intended for working hours only.

### **3.03 QUALITY CONTROL**

- A. Traffic Control Technician: Maintain a traffic control technician on staff, responsible for the Contractor's traffic control quality control program, that has attended and passed the exam in one of the following classes:
  - 1. ATSSA Traffic Control Technician
  - 2. IMSA Work Zone Traffic Control
  - 3. Minnesota DOT Traffic Control Supervisor
  - 4. Texas Engineering Extension Service Work Zone Traffic Control
- B. Monitoring and Documentation: Provide 24 hour mobile phone number for the traffic control technician. On a daily basis, perform the following quality control work associated with monitoring and documenting traffic control conditions.
  - 1. Review all traffic control operations for compliance with the contract documents.
  - 2. Monitor traffic operations and submit proposed traffic control plan changes to the Engineer for approval.
  - 3. Coordinate all changes to the traffic control plan.
  - 4. Coordinate all traffic control operations, including those of subcontractors and suppliers.
  - 5. Maintain a traffic control diary to be submitted at the end of the project or as requested by the Engineer, with the following information:
    - a. Listing and locating traffic control used each day, referenced to appropriate plan sheet or standard.
    - b. All reviews of traffic control devices and operations, whether satisfactory or unsatisfactory, and corrections made.
    - c. Approved changes to traffic control specified in the contract documents.
    - d. Incidentals affecting the efficiency and safety of traffic.
    - e. A list of trained flaggers used.

END OF SECTION



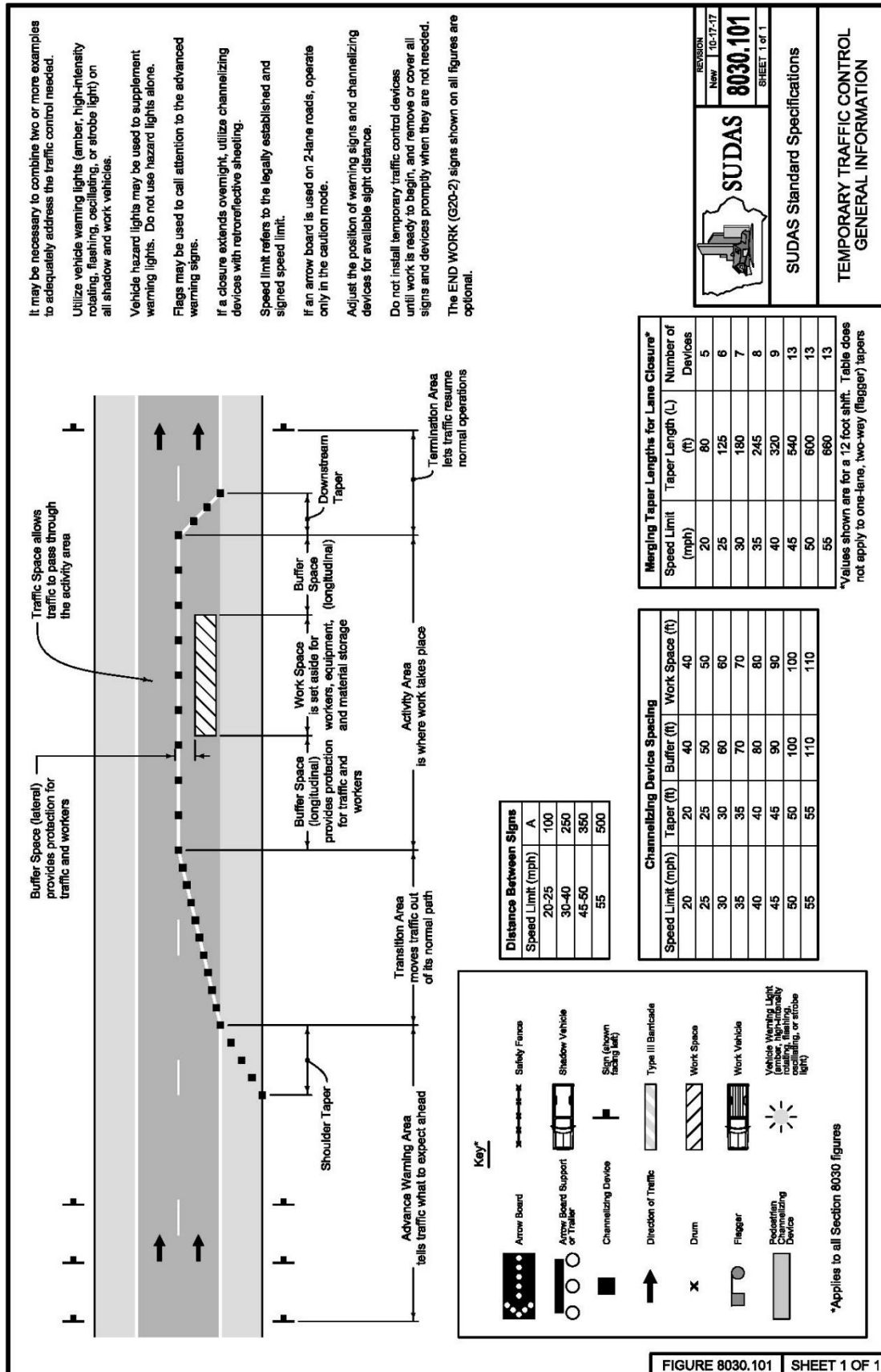
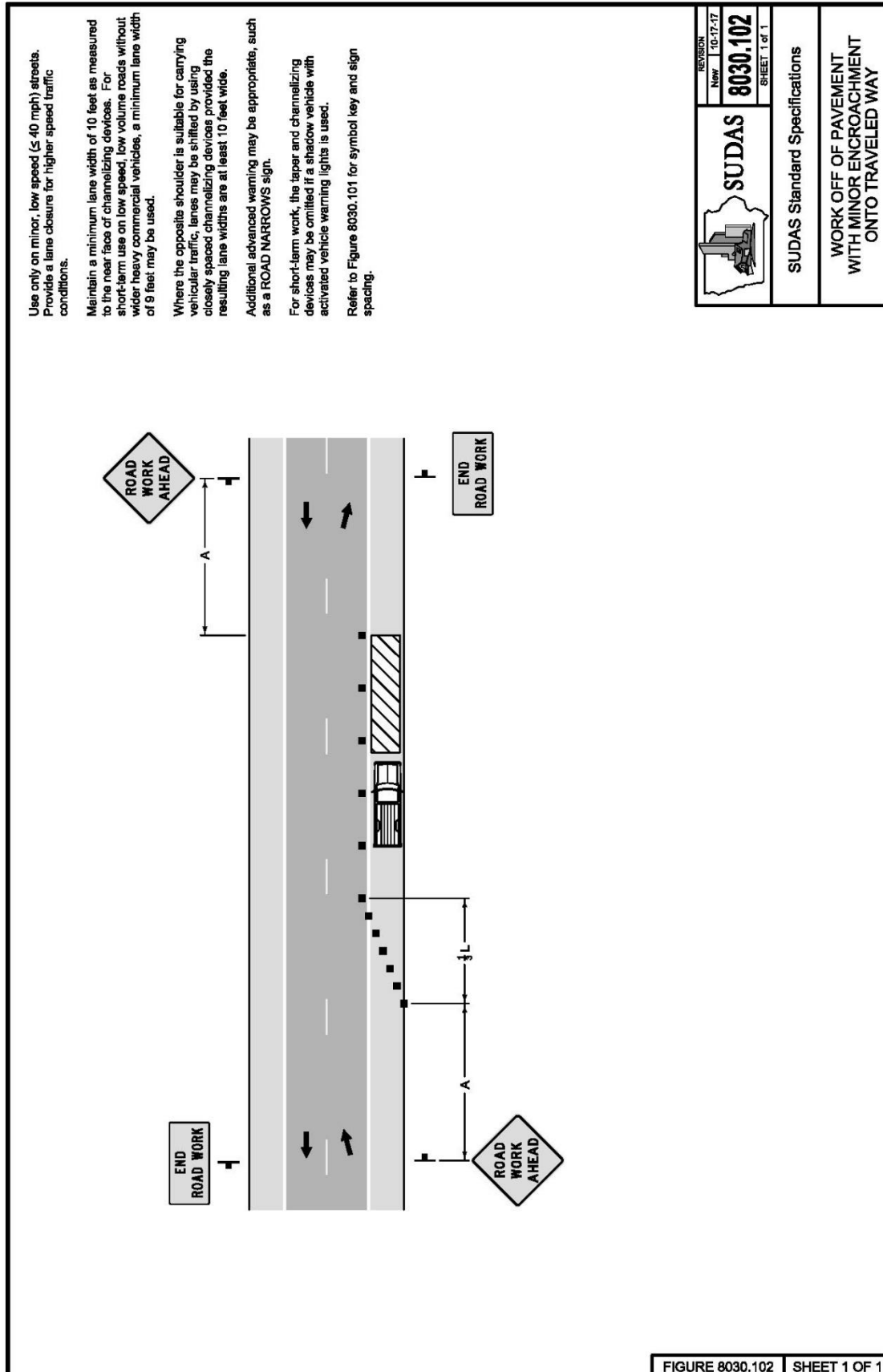
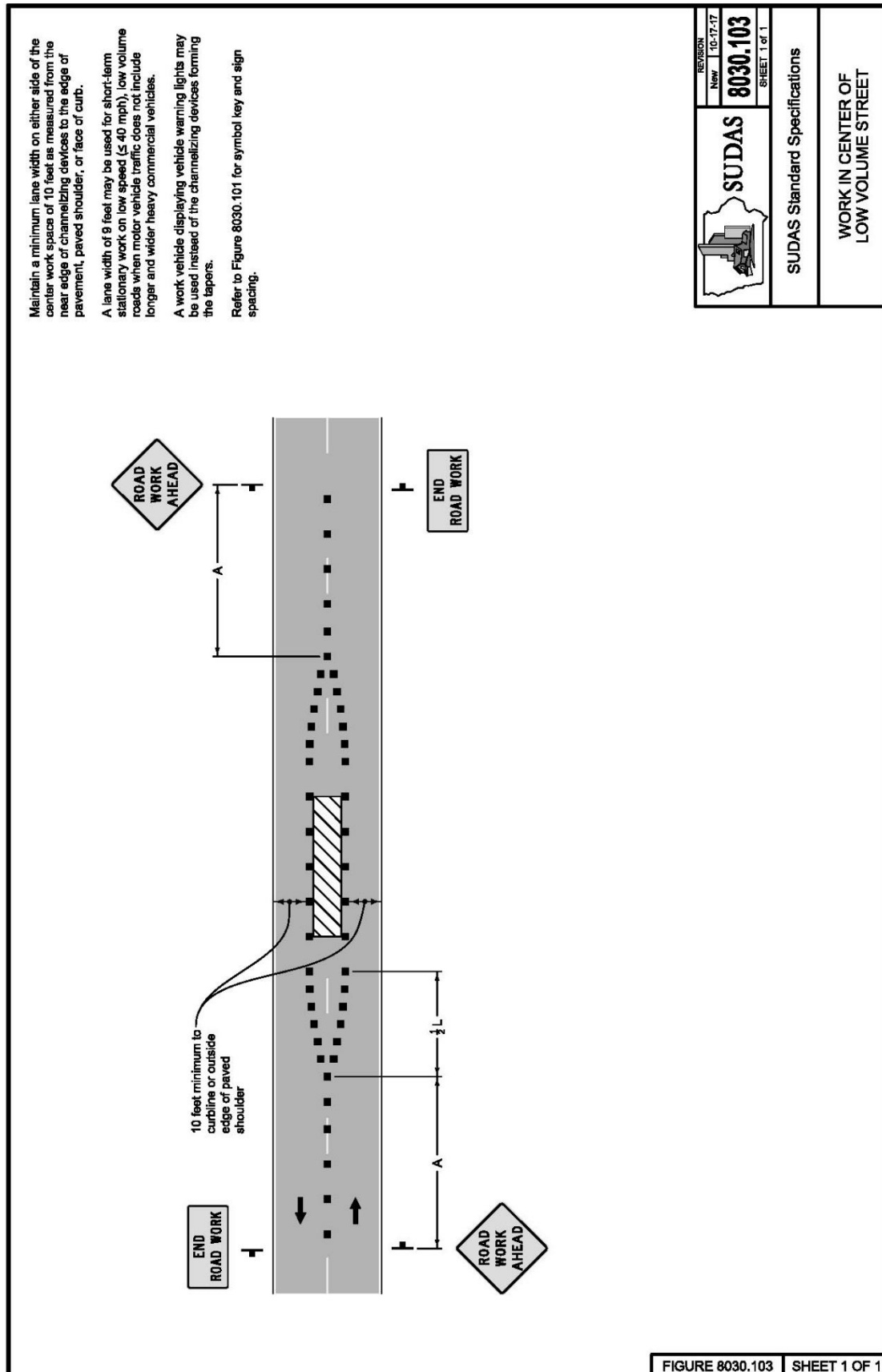
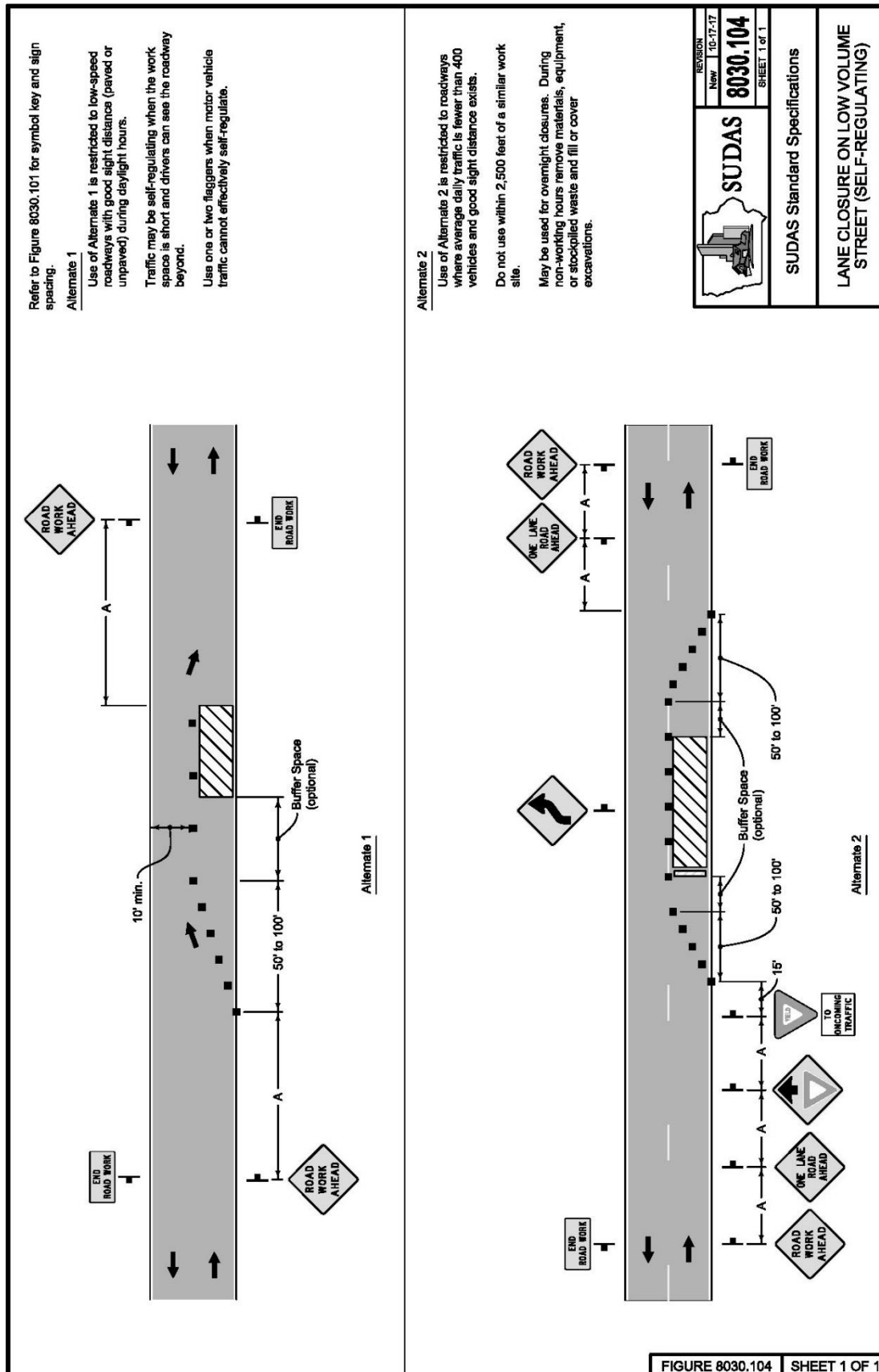
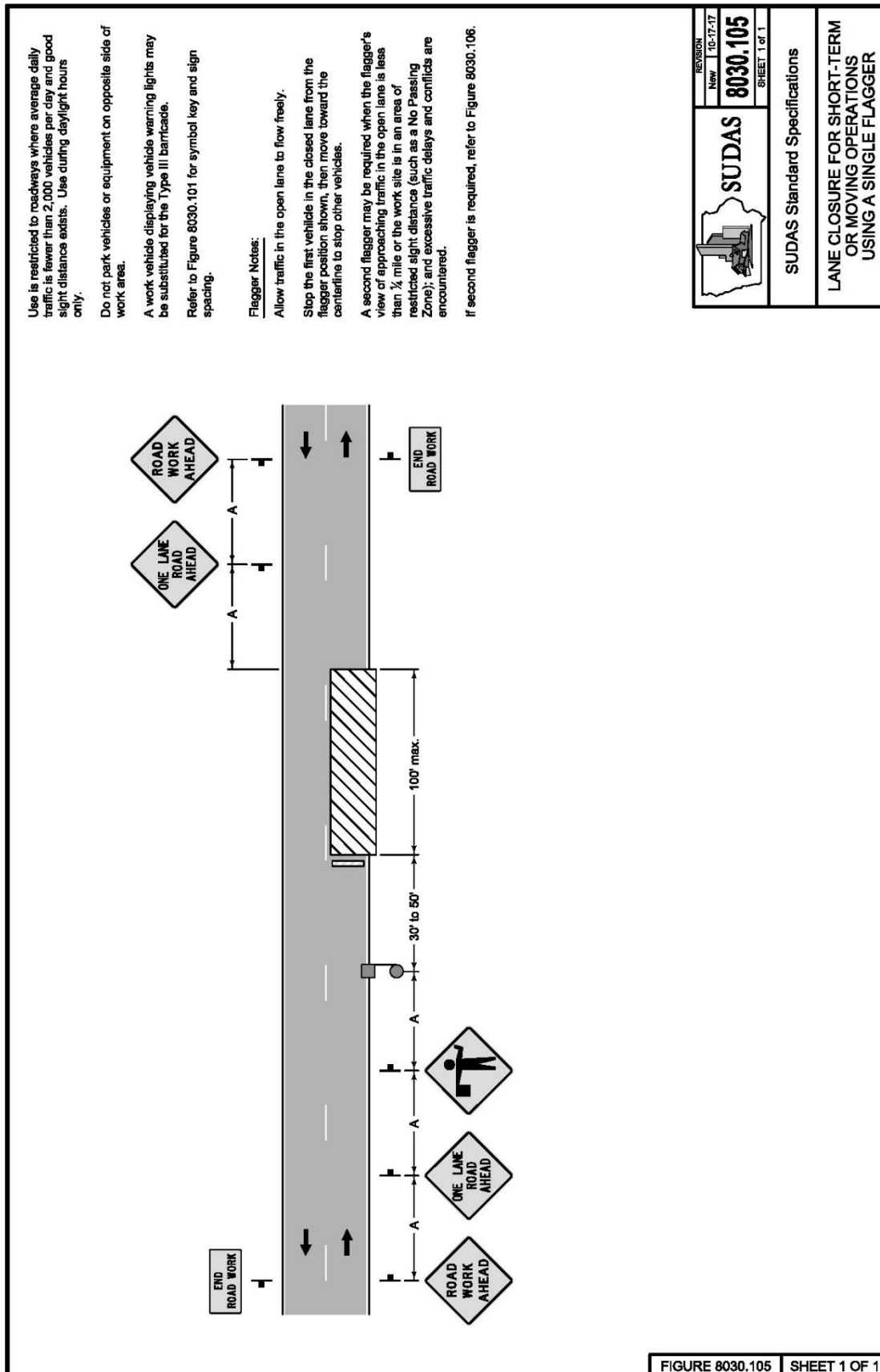


FIGURE 8030.101 SHEET 1 OF 1



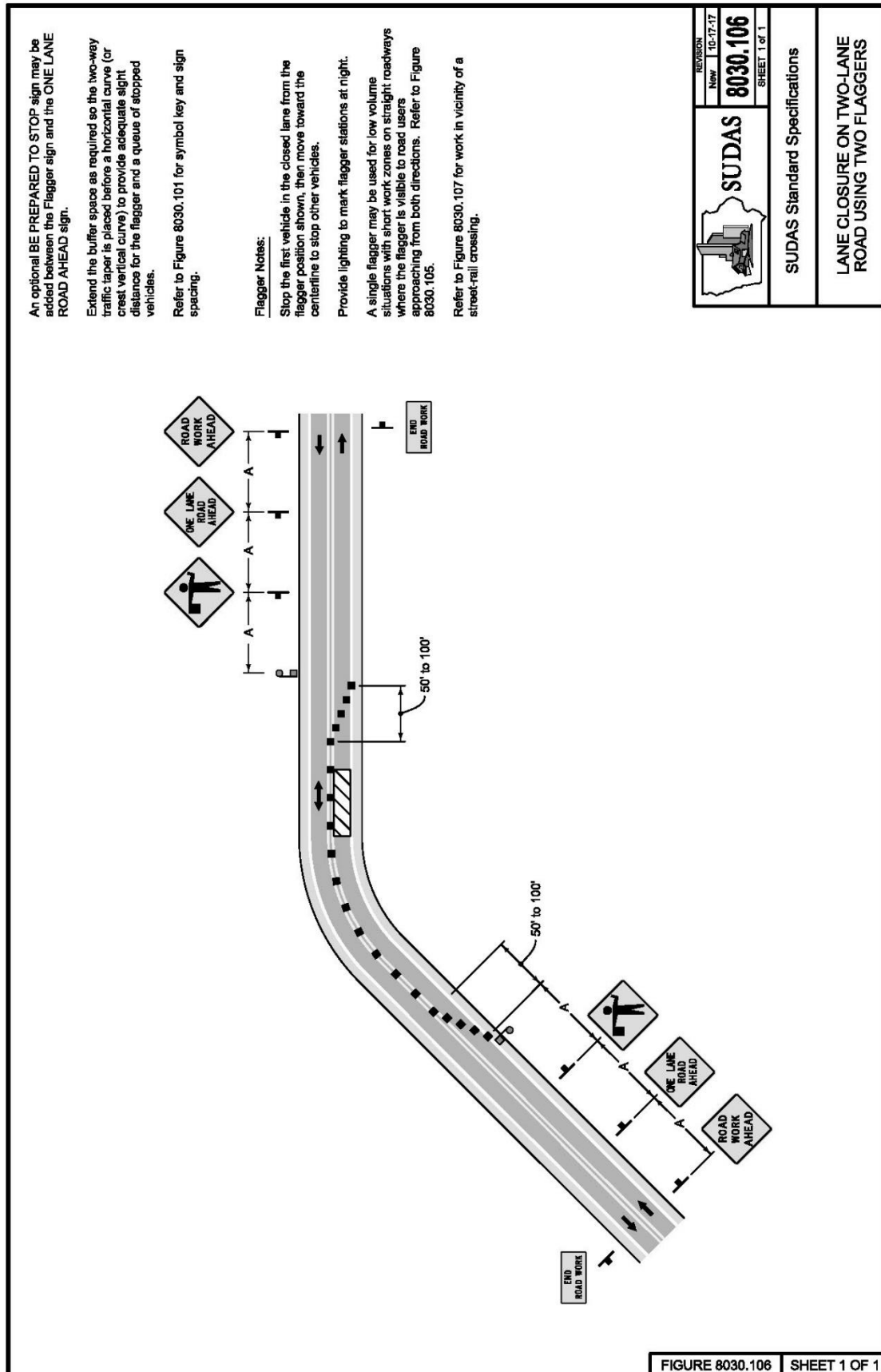






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|-----------------------------------------------------------------------------------------------------|-------------------------------|-----|----------|
| <br><b>SUDAS</b> | REVISION                      | NEW | 10-17-17 |
|                                                                                                     | <b>8030.105</b>               |     |          |
|                                                                                                     | SHEET 1 of 1                  |     |          |
|                                                                                                     | SUDAS Standard Specifications |     |          |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| <b>LANE CLOSURE FOR SHORT-TERM<br/>OR MOVING OPERATIONS<br/>USING A SINGLE FLAGGER</b> |
|----------------------------------------------------------------------------------------|



|                                                                                     |                               |     |          |
|-------------------------------------------------------------------------------------|-------------------------------|-----|----------|
|  | REVISION                      | NEW | 10-17-17 |
|                                                                                     | 8030.106                      |     |          |
|                                                                                     | SHEET 1 of 1                  |     |          |
|                                                                                     | SUDAS Standard Specifications |     |          |
| LANE CLOSURE ON TWO-LANE ROAD USING TWO FLAGGERS                                    |                               |     |          |

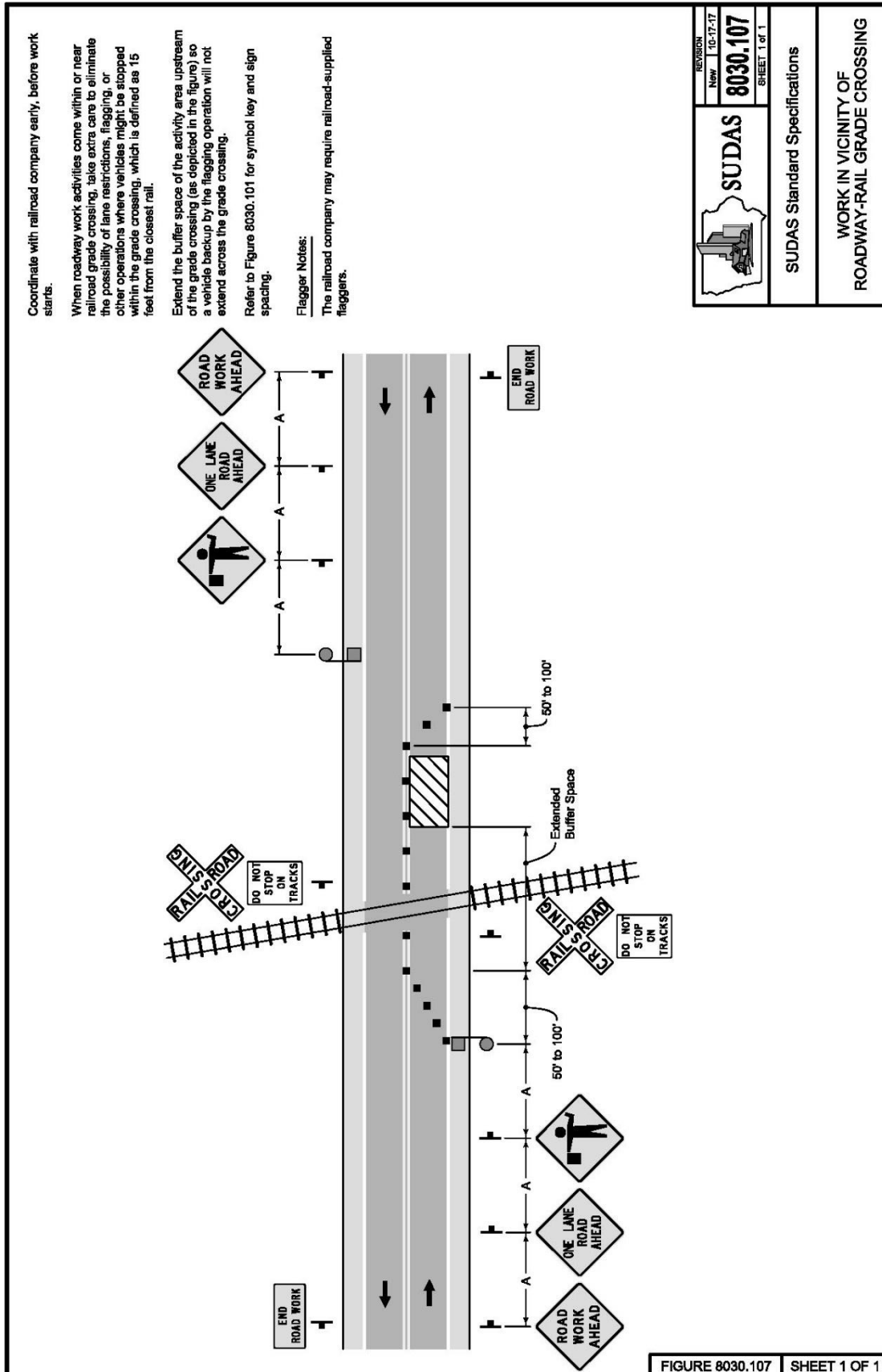


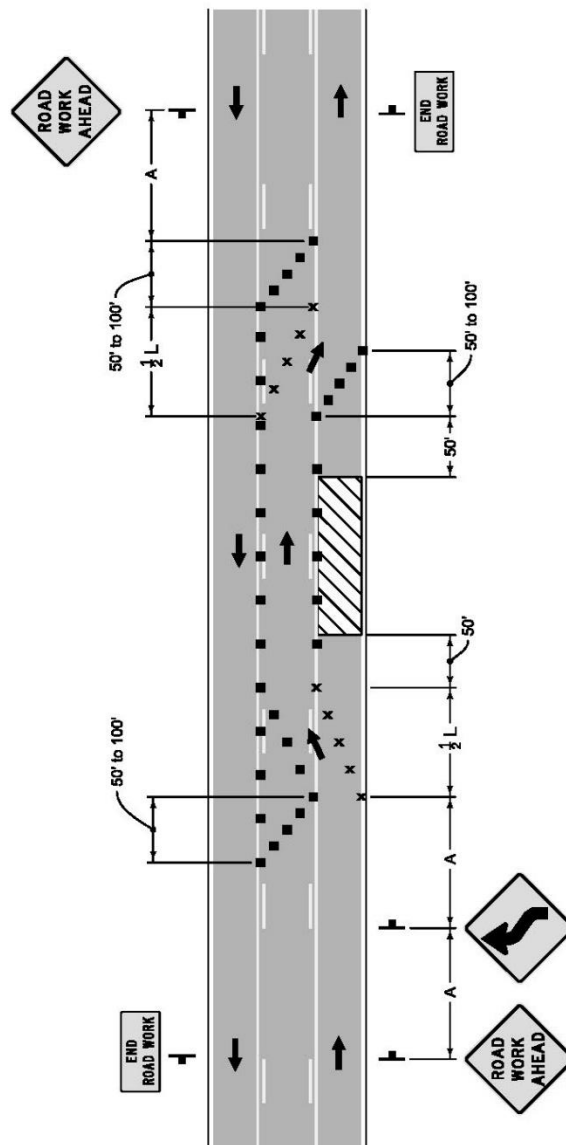
FIGURE 8030.107 SHEET 1 OF 1

May be used for short-term daylight operations in urban areas on 3-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.



|                                                                                     |          |     |          |
|-------------------------------------------------------------------------------------|----------|-----|----------|
|  | REVISION | NEW | 10-17-17 |
|                                                                                     | 8030.108 |     |          |
| SHEET 1 of 1                                                                        |          |     |          |
| SUDAS Standard Specifications                                                       |          |     |          |
| TRAFFIC CONTROL FOR OUTSIDE LANE CLOSURE OF STREET WITH CONTINUOUS LEFT TURN LANE   |          |     |          |

FIGURE 8030.108 SHEET 1 OF 1

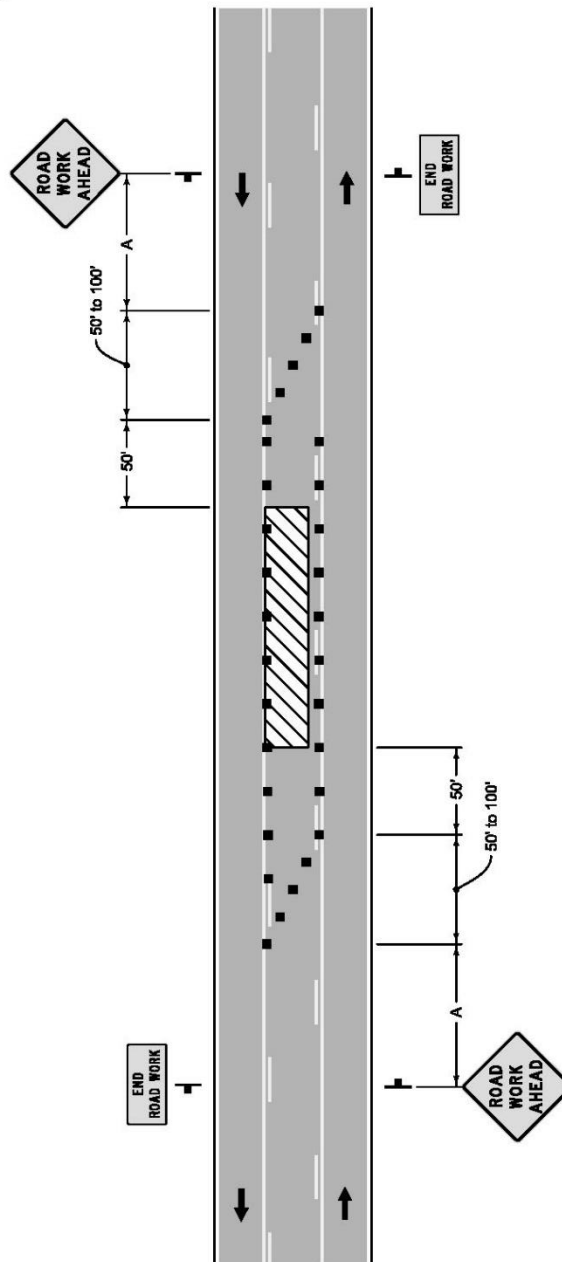


May be used for short-term daylight operations in urban areas on 3-lane or 5-lane streets. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

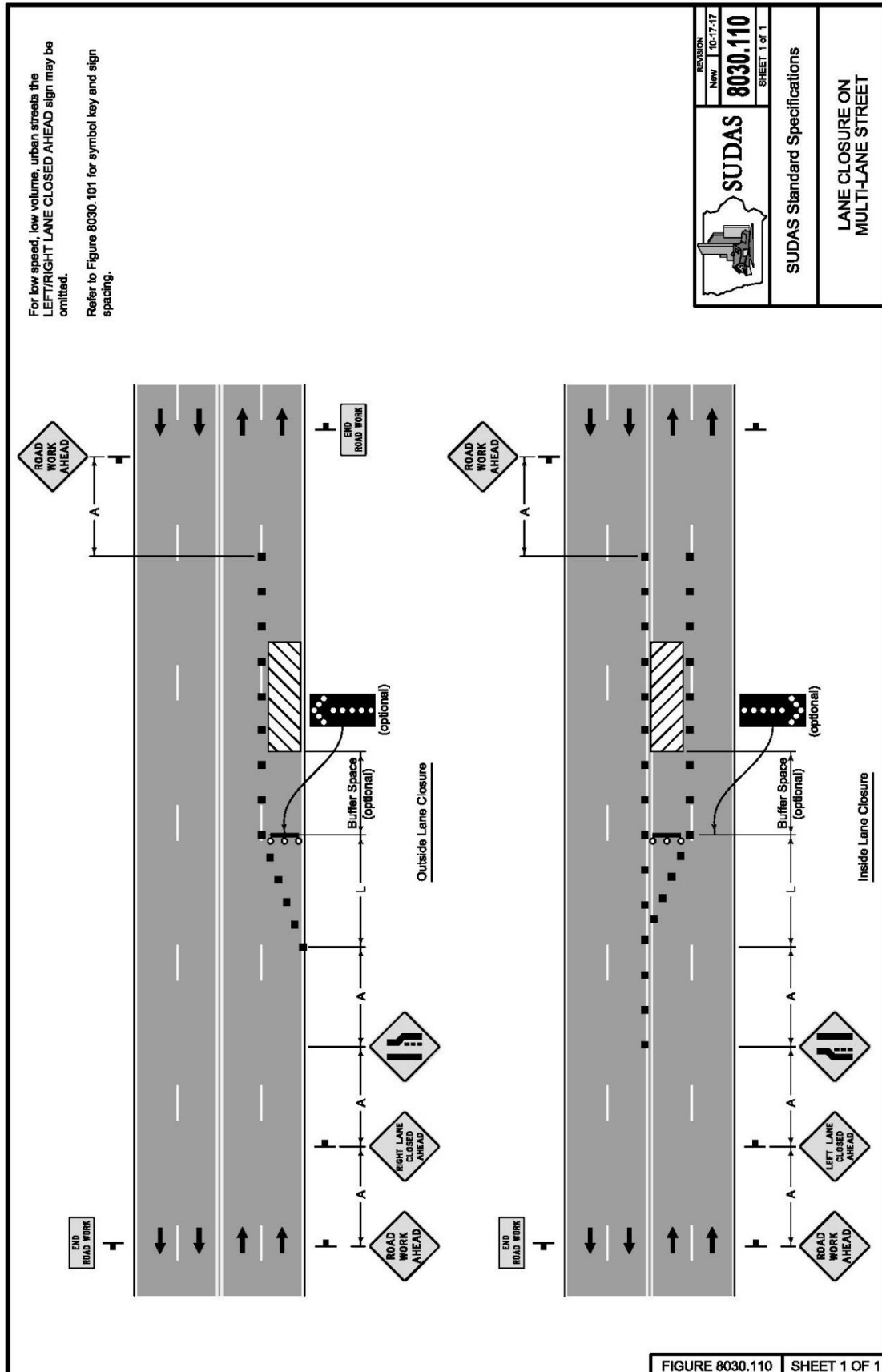
Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

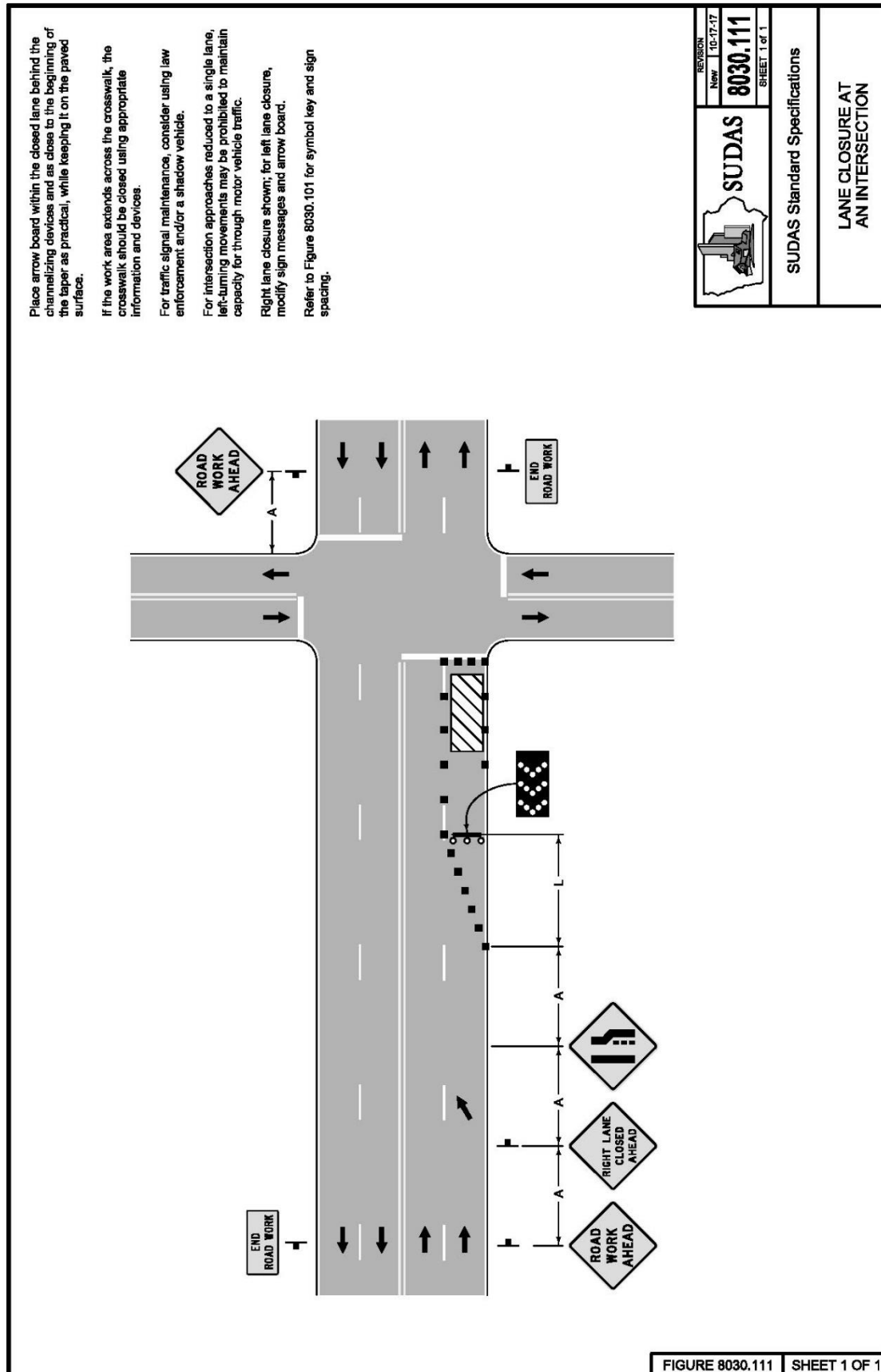
Refer to Figure 8030.101 for symbol key and sign spacing.

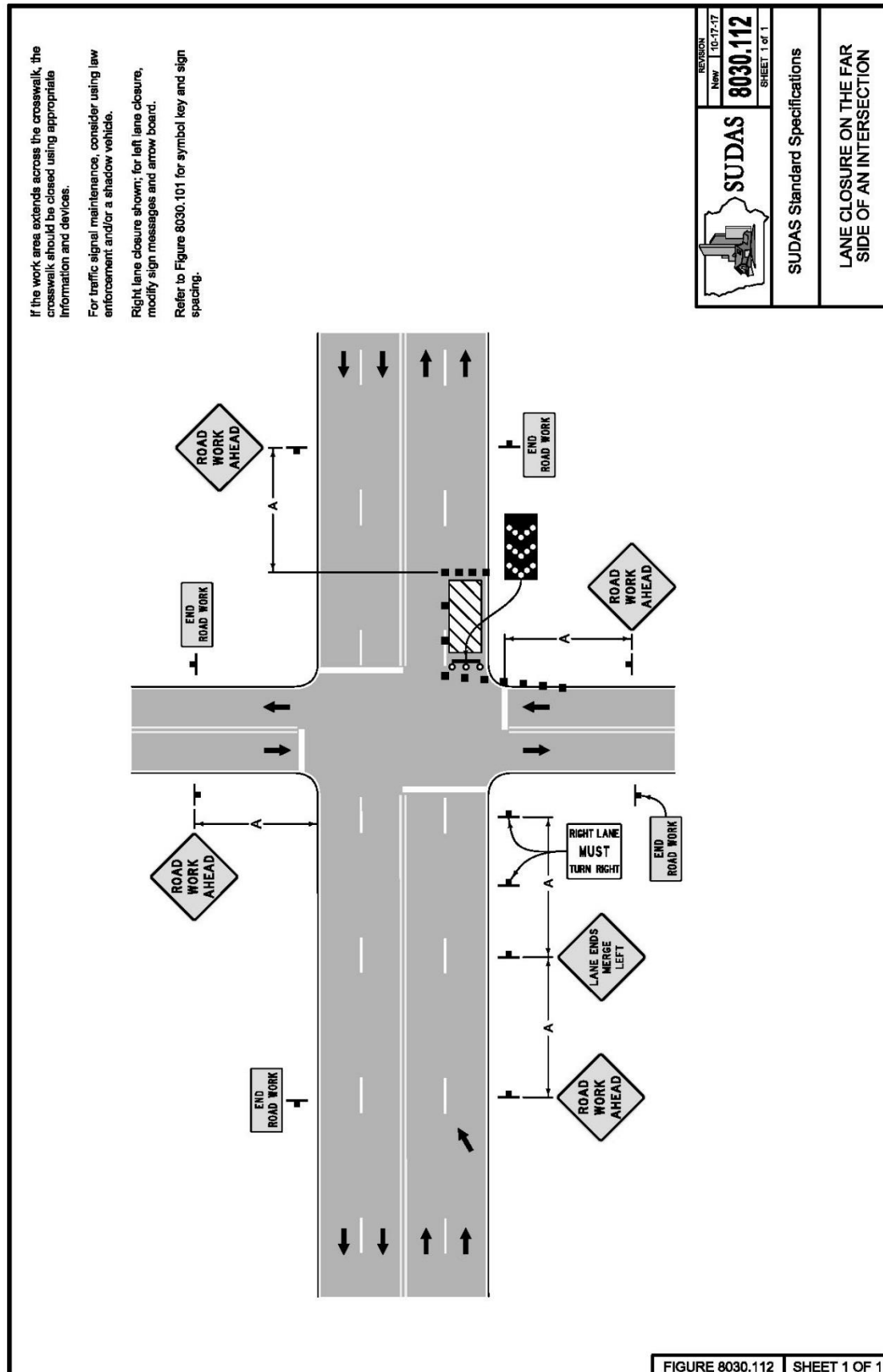


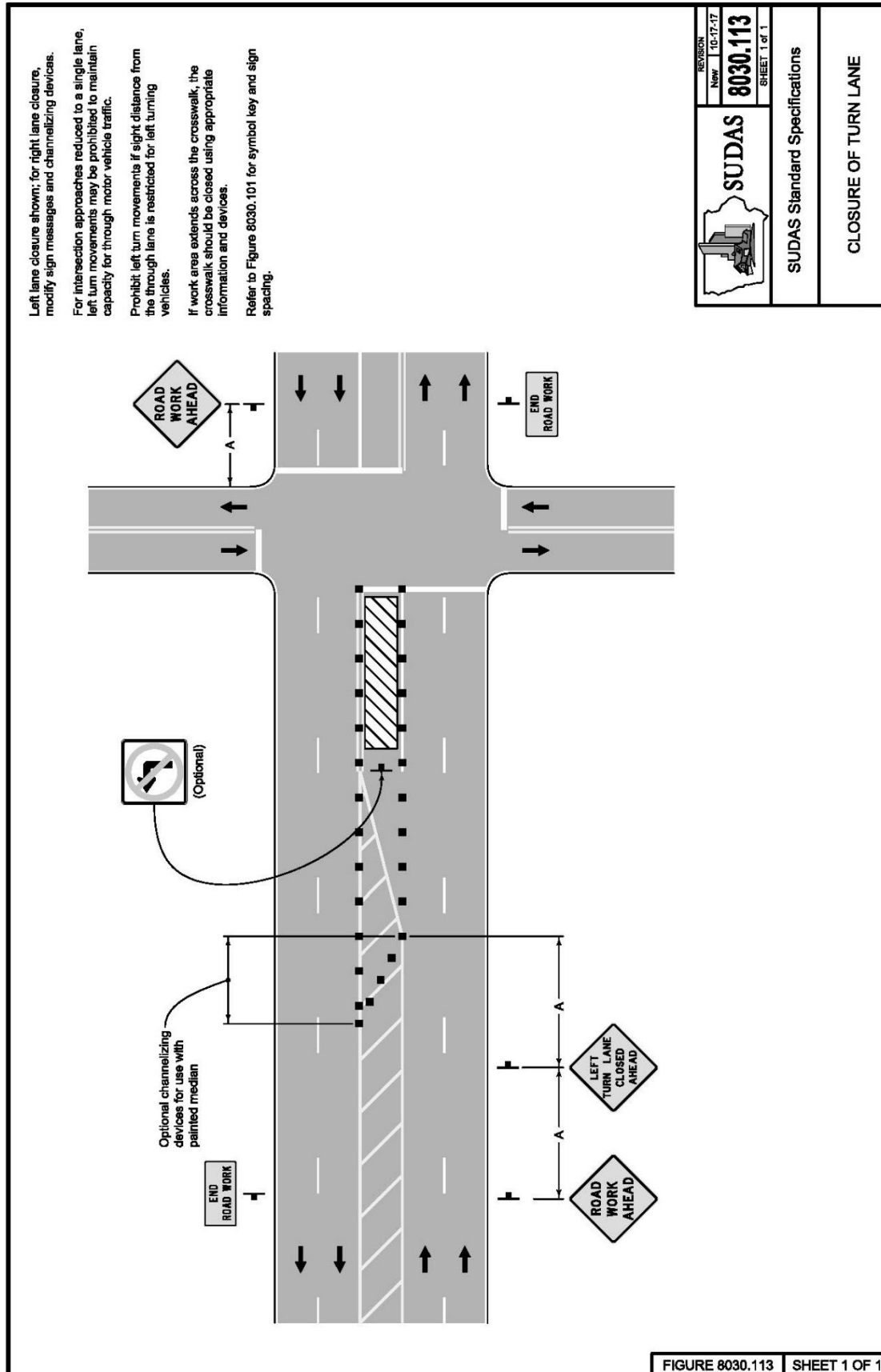
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|  | REVISION     |
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| <b>8030.109</b>                                                                     |              |
| SHEET 1 of 1                                                                        |              |
| SUDAS Standard Specifications                                                       |              |
| TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE                            |              |

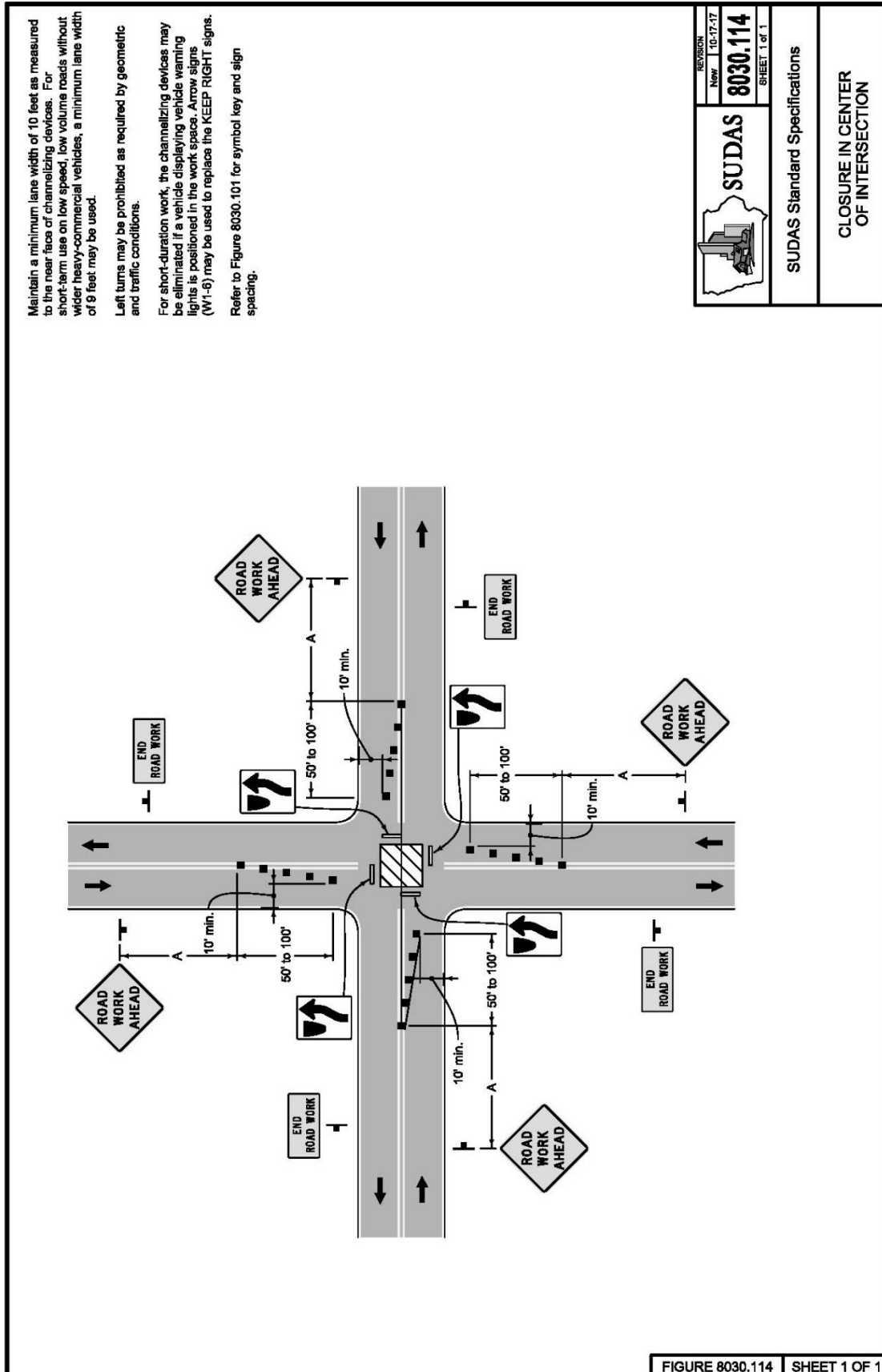
FIGURE 8030.109 SHEET 1 OF 1











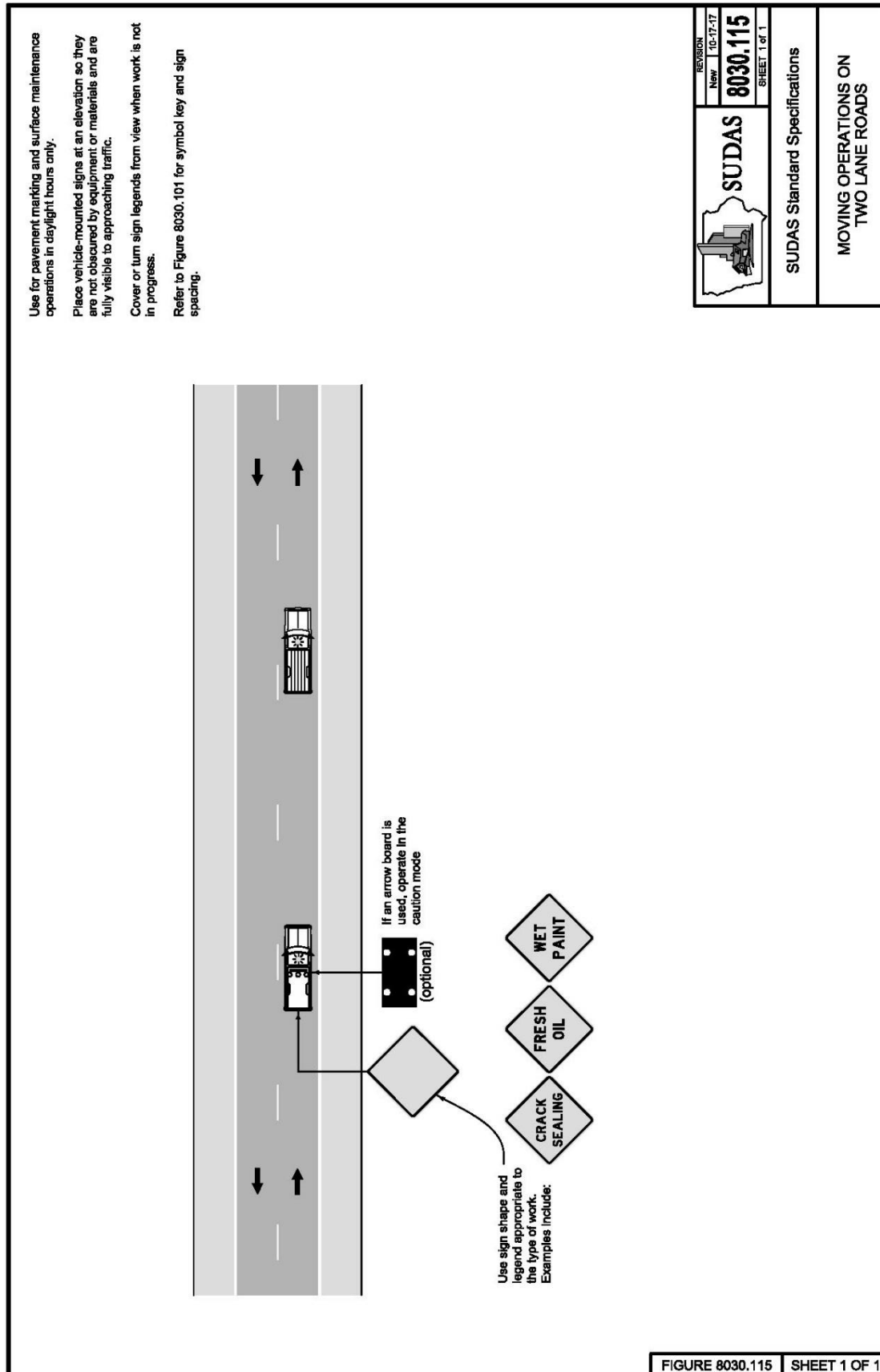


FIGURE 8030.115 SHEET 1 OF 1

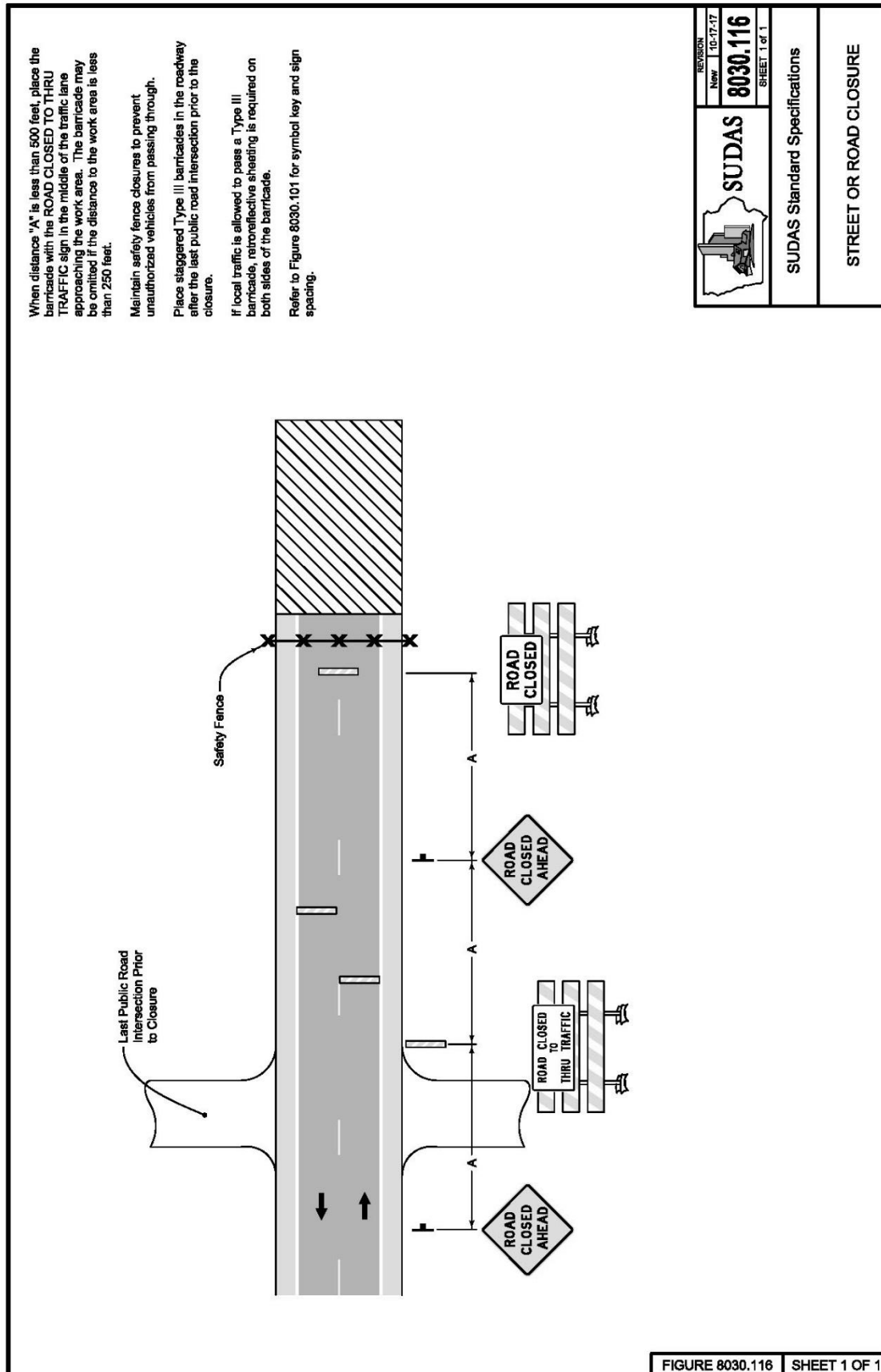
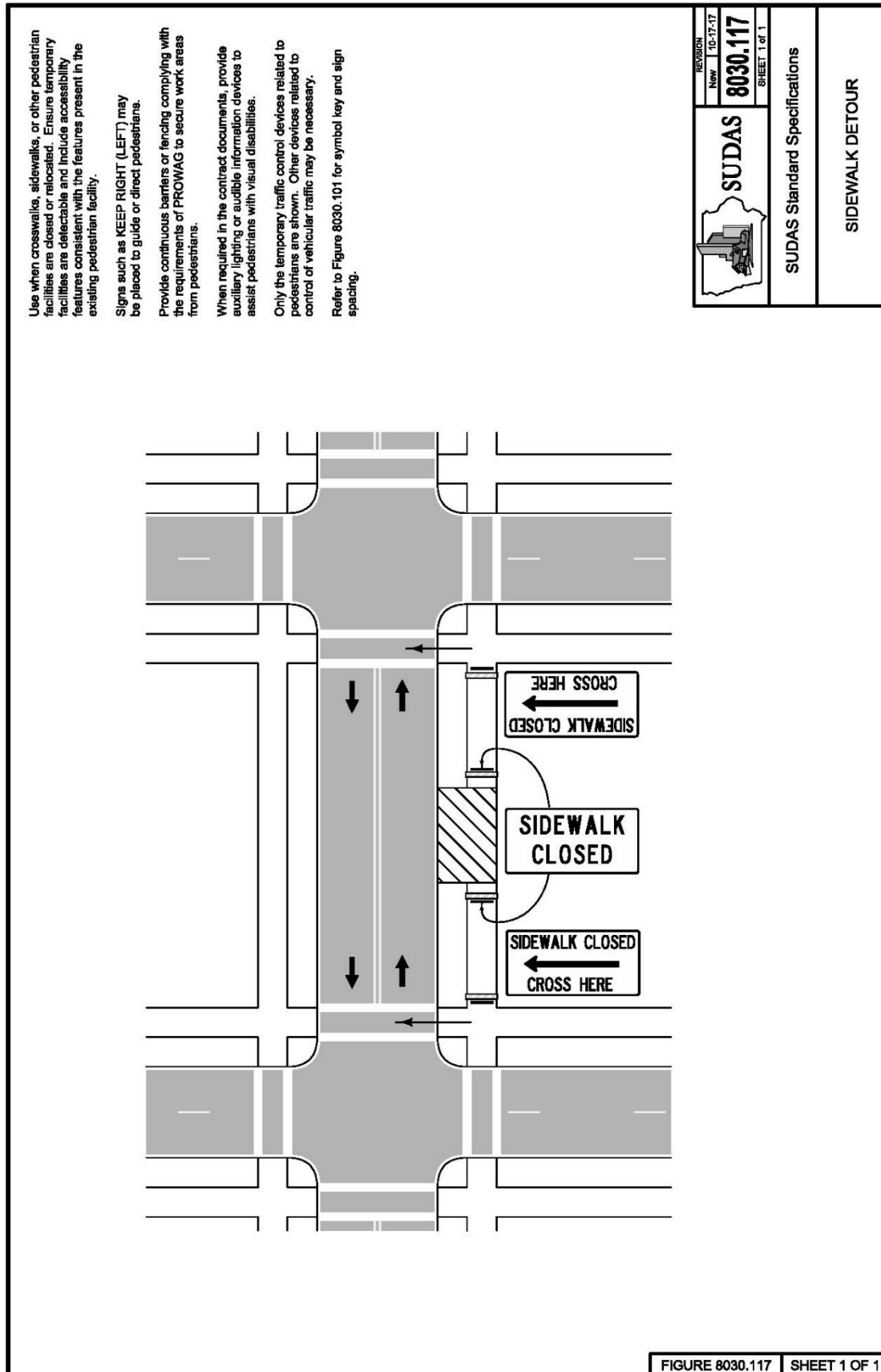
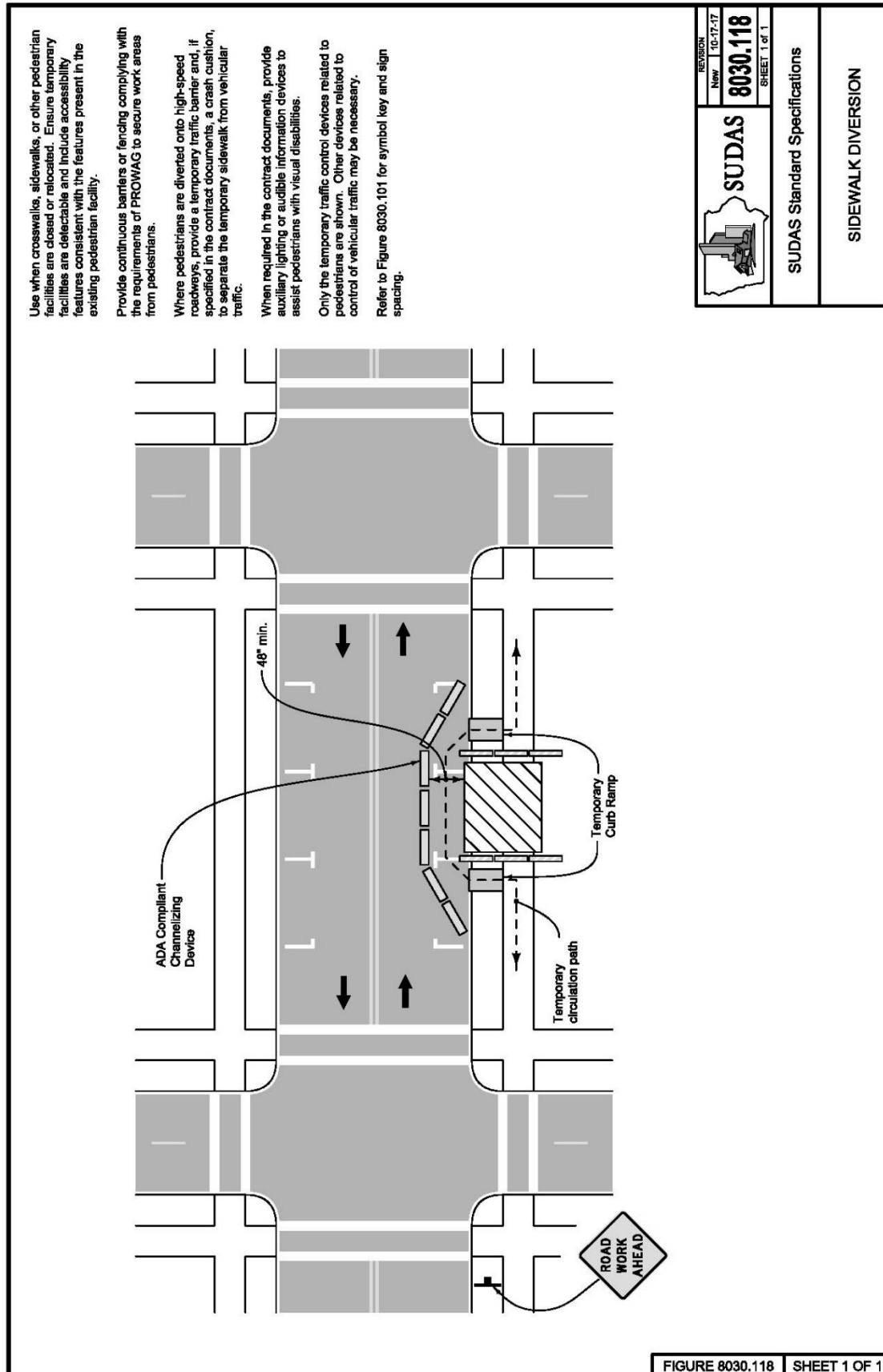


FIGURE 8030.116 SHEET 1 OF 1

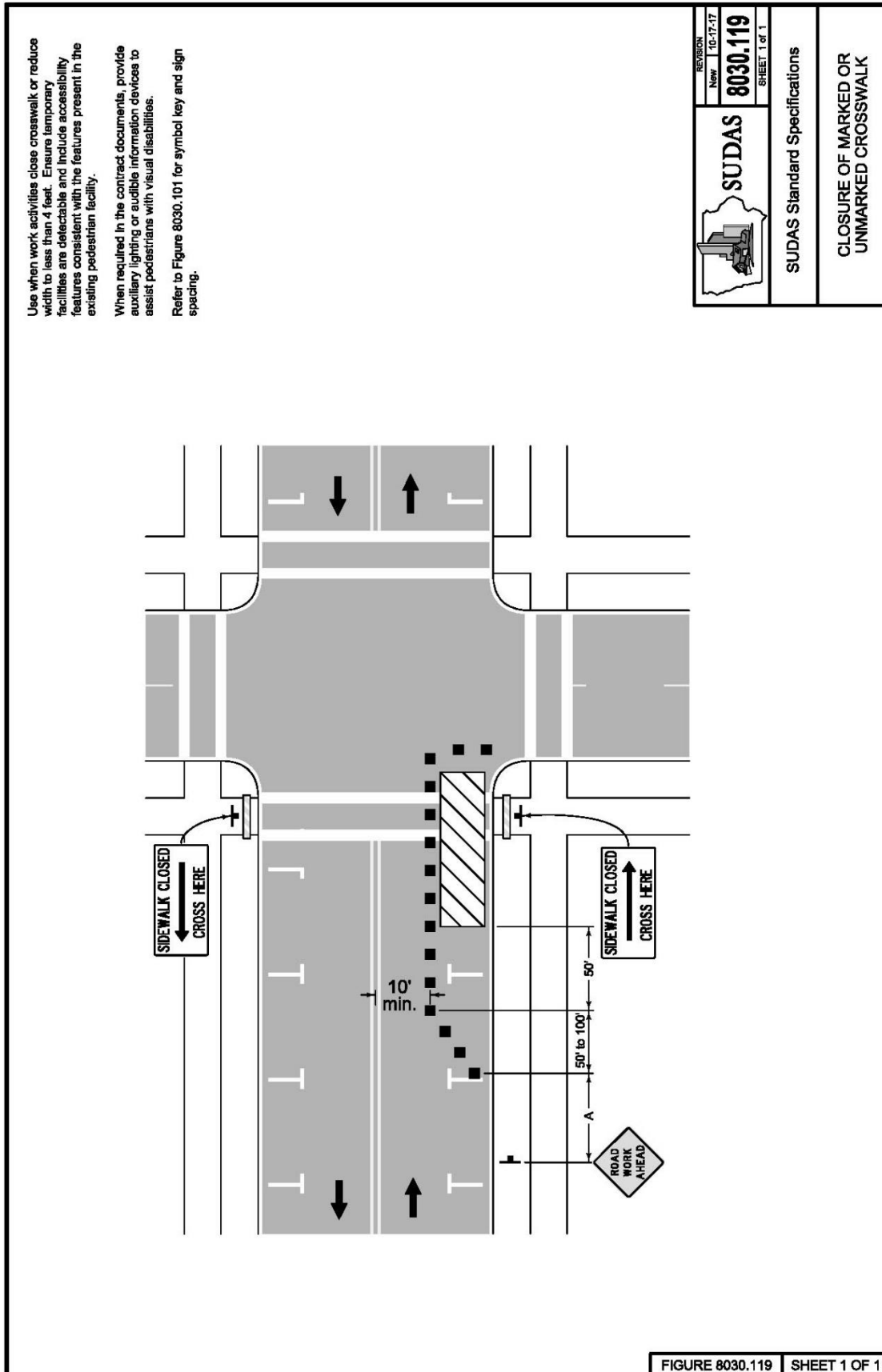






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| <br><b>SUDAS</b> | REVISION                             | NEW | 10-17-17 |
|                                                                                                     | <b>8030.118</b>                      |     |          |
|                                                                                                     | SHEET 1 of 1                         |     |          |
|                                                                                                     | <b>SUDAS Standard Specifications</b> |     |          |

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|---------------------------|
| <b>SIDEWALK DIVERSION</b> |
|---------------------------|



## **DIVISION 9 – SITE WORK AND LANDSCAPING**

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## SECTION 9010 - SEEDING

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Certification of Products
- B. Acceptance and Warranty
- C. Seed Types and Mixes
- D. Equipment
- E. Application of Seed

#### **1.02 DESCRIPTION OF WORK**

Includes the requirements for seedbed preparation; furnishing, applying, and covering the seed; and compaction of the seedbed.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Submit certification of products to the Engineer prior to seed placement:
  - 1. Seed: Submit a laboratory analysis for all seeds, specifying the purity and germination. Provide a lot number on all submittals and labeling. Ensure lot number is the same on all records pertaining to a particular seed. Provide 48 hours' notice prior to mixing the seed and give the Engineer an opportunity to witness the seed mixing. Submit a mechanically printed seed tag from an Iowa Crop Improvement Association-approved seed conditioner or grower.
  - 2. Fertilizer: Submit certification of the fertilizer analysis with scale weight and statement of guaranteed analysis. Submit from a certified fertilizer dealer, a mechanically printed commercial fertilizer label, or bill of lading. Comply with the inspection and acceptance requirements of Iowa DOT Materials I.M. 469.03.
  - 3. Wood Cellulose Fiber Mulch: Submit certification of the degradable wood cellulose fiber mulch ingredients with applicable use and rate, and the water retention capacity by manufacturer or supplier.
  - 4. Wood Excelsior Mulch: Bale wood excelsior and determine the mass (weight). Use the mass of the material, furnished by the manufacturer, to determine the rate of application.

5. Straw Mulch: Certify weight. Furnish a list of the number of bales and a corresponding ticket from an approved scale for the mulch material to be used on the project.
6. Compost: Submit certification of composted organics analysis with U.S. Compost Council's Seal of Testing Assurance (STA), recommended rates of application, and manufacturer's estimated cubic yards per ton.
- C. Inoculant: Furnish information from inoculant packaging.
- D. Tackifier: Submit certification of the tackifier ingredients, recommended rates of application, and expiration date.
- E. Submit written instructions recommending procedures for maintenance of seeded areas.

#### 1.04 SUBSTITUTIONS

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
  1. Deliver packaged materials in original, unopened, and undamaged containers. Do not mix or blend materials except in the presence of the Engineer.
  2. Deliver, handle, and store all materials according to product recommendations, and protect from loss, damage, and deterioration.
- B. Materials not meeting these requirements will be rejected.

#### 1.06 SCHEDULING AND CONFLICTS

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Coordinate the seeding schedule with all other work on the project. Notify the Engineer at least three calendar days prior to the start of seeding operations.
- C. After all land-disturbing activities are complete and the seedbed has been approved by the Engineer, perform seeding operations.

#### 1.07 SPECIAL REQUIREMENTS

None.

#### 1.08 MEASUREMENT AND PAYMENT

- A. Conventional Seeding:
  1. Seeding:
    - a. Measurement: Measurement will be in acres/square yards for each type of seed.

- b. Payment: Payment will be in unit price per acre /square yards for each type of seed.
  - c. Includes: Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
- 2. Fertilizing:
  - a. Measurement: Measurement will be in acres /square yards of fertilizer.
  - b. Payment: Payment will be at unit price per acre /square yards of fertilizer.
- 3. Mulching:
  - a. Measurement: Measurement will be in acres /square yards of mulch.
  - b. Payment: Payment will be in unit price per acre /square yards of mulch.
- B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:
  - 1. Measurement: Measurement will be in acres /square yards for each type of seed.
  - 2. Payment: Payment will be in unit price per acre /square yards for each type of seed.
  - 3. Includes: Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
- C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:
  - 1. Measurement: Measurement will be in acres /square yards for each type of seed.
  - 2. Payment: Payment will be in unit price per acre /square yards for each type of seed.
  - 3. Includes: Unit price includes, but is not limited to, removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
- D. Watering:
  - 1. Measurement: Measurement will be by metering of water applied. If metering is not available, measurement will be by counting the loads from a transporting tank of known volume and gauging the contents of the transporting truck for partial loads.
  - 2. Payment: Payment will be at the unit price per 1,000 gallons of water used.



**E. Warranty:**

1. Measurement: Lump sum item; no measurement will be made.
2. Payment: Payment will be at the lump sum price for the warranty.
3. Includes: Lump sum price includes, but is not limited to, all work required to correct any defects in the original placement of the seeding for the period of time designated.

**PART 2 - PRODUCTS****2.01 SEED****A. General:**

1. Provide fresh, clean, new crop, certified seed complying with tolerance for germination and purity and free of poa annua, bent grass, and noxious weed seed. Furnish all seeds, including grass, legume, forbs, and cereal crop seeds, from an established seed dealer or certified seed grower. All materials and suppliers are to follow Iowa Seed Law and Iowa Department of Agriculture and Land Stewardship regulations, and be labeled accordingly.
  - a. Provide turfgrass with a certified "blue tag" or "gold tag."
  - b. Provide native grass and forbs that are source-identified as G0-Iowa certified "yellow tag," when available. If G0-Iowa certified "yellow tag" sourced seed is unavailable, or is only available from a single source, a substitution may be approved by the Engineer.
2. Mix seed to the specified proportions by weight. Use methods approved by the Engineer.

**B. Seed Quality:**

1. Ensure the seed provided meets or exceeds the minimum requirements of purity and germination stated on an independent certificate of seed analysis document according to the Association of Official Seed Analysis (AOSA) rules. The seed certification tag and seed analysis document provided must be from the same lot number as shown on the seed tag. Ensure the date of test results is no greater than 9 months from the seed application date. Approval of all seed for use will be based on the accumulated total of Pure Live Seed (PLS) for each phase of work. PLS is obtained by multiplying purity times germination. PLS shall not be less than the accumulated total of the PLS specified.
2. If the seed does not comply with minimum requirements for purity and germination and such seed cannot be obtained, the Engineer may approve use of the seed on a basis of PLS or may authorize a suitable substitution for the seed specified.

**C. Requirements on Containers:**

1. Seed: Provide seed with a tag on each container. Ensure the seed analysis on the label is mechanically printed.
2. Mulch: When packaged, provide mulch in new labeled containers.
3. Tackifier: Provide tackifier packaged in new labeled containers.
4. Inoculant: Use inoculant that has a manufacturer's container, indicating the specific legume seed to be inoculated and the expiration date. All inoculant must meet requirements of the Iowa Seed Law. Follow precautions specified on the product label.
5. Sticking Agent: Use a commercial sticking agent recommended by the manufacturer of the inoculant. For quantities less than 50 pounds, the sticking agent need not be a commercial agent, but requires approval by the Engineer. Apply sticking agent separately prior to application of inoculant. Follow safety precautions specified on the product label.

**Table 9010.01: Domestic Grasses**

| Common Name           | Scientific Name                  | Purity (%) | Germination (%) |
|-----------------------|----------------------------------|------------|-----------------|
| Bluegrass, Kentucky   | <i>Poa pratensis</i>             | 85         | 80              |
| Brome, smooth-LINCOLN | <i>Bromus inermis</i>            | 90         | 85              |
| Fescue, creeping, red | <i>Festuca rubra</i>             | 98         | 85              |
| Fescue, tall, FAWN    | <i>Festuca arundinacea</i> -FAWN | 98         | 85              |
| Orchardgrass          | <i>Dactylis glomerata</i>        | 90         | 90              |
| Red top               | <i>Agrostis alba</i>             | 92         | 85              |
| Ryegrass, perennial   | <i>Lolium perenne</i>            | 95         | 90              |
| Wildrye, Canada       | <i>Elymus Canadensis</i>         | 95         | 85              |
| Wildrye, Russian      | <i>Psathyrostachys junceus</i>   | 95         | 85              |

**Table 9010.02: Legumes**

| Common Name            | Scientific Name             | Purity (%) | Germination (%) |
|------------------------|-----------------------------|------------|-----------------|
| Alfalfa, RANGER/VERNAL | <i>Medicago sativa</i>      | 99         | 90*             |
| Alfalfa, travois       | <i>Medicago</i> spp.        | 99         | 90*             |
| Clover, Alsike         | <i>Trifolium hybridum</i>   | 99         | 90*             |
| Clover, red, medium    | <i>Trifolium pratense</i>   | 99         | 90*             |
| Clover, white          | <i>Trifolium repens</i>     | 98         | 90*             |
| Hairy vetch            | <i>Vicia villosa</i>        | 96         | 85*             |
| Lespedeza, Korean      | <i>Lespedeza stipulacea</i> | 98         | 80*             |

\* Includes hard seed.

**Table 9010.03: Stabilizing Crop**

| Common Name       | Scientific Name                             | Purity (%) | Germination (%) |
|-------------------|---------------------------------------------|------------|-----------------|
| Oats              | <i>Avena sativa</i>                         | 97         | 90              |
| Rye               | <i>Secale cereale</i>                       | 97         | 90              |
| Sudangrass, PIPER | <i>Sorghum vulgare</i> var. <i>sudanese</i> | 98         | 85              |

**Table 9010.04: Native Grasses**

| Common Name             | Scientific Name                                     |
|-------------------------|-----------------------------------------------------|
| Big bluestem*           | <i>Andropogon gerardii</i>                          |
| Blue grama              | <i>Bouteloua gracilis</i>                           |
| Blue-joint grass        | <i>Calamagrostis Canadensis</i>                     |
| Bottlebrush sedge       | <i>Carex hystericina</i>                            |
| Buffalograss*           | <i>Buchloe dactyloides</i>                          |
| Common rush             | <i>Juncus effusus</i>                               |
| Fowl bluegrass          | <i>Poa palustris</i>                                |
| Fowl manna grass        | <i>Glyceria striata</i>                             |
| Fox sedge               | <i>Carex vulpinoidea</i>                            |
| Green bulrush           | <i>Scirpus atrovirens</i>                           |
| Hairy wood chess        | <i>Bromus purgans</i>                               |
| Indiangrass*            | <i>Sorghastrum nutans</i>                           |
| Intermediate wheatgrass | <i>Agropyron intermedium</i>                        |
| Little bluestem*        | <i>Andropogon scoparius</i>                         |
| Prairie dropseed        | <i>Sporobolus heterolepis</i>                       |
| Reed manna grass        | <i>Glyceria grandis</i>                             |
| Rice cutgrass           | <i>Leersia oryzoides</i>                            |
| Rye grass, annual       | <i>Lolium italicum</i>                              |
| Sand bluestem*          | <i>Andropogon gerardii</i> , var. <i>paucipilus</i> |
| Sand dropseed           | <i>Sporobolus cryptandrus</i>                       |

**Table 9010.04: Native Grasses**

| Common Name         | Scientific Name                          |
|---------------------|------------------------------------------|
| Sand lovegrass      | Eragrostis trichodes                     |
| Sideoats grama*     | Bouteloua curtipendula                   |
| Slender wheatgrass  | Agropyron trachycaulum, var. unilaterale |
| Spike rush          | Eleocharis palustris                     |
| Softstem bulrush    | Schoenoplectus tabernaemontani           |
| Switchgrass*        | Panicum virgatum                         |
| Tussock sedge       | Carex stricta                            |
| Virginia wild-rye   | Elymus virginicus                        |
| Weeping lovegrass   | Eragrostis curvula                       |
| Western wheatgrass* | Agropyron smithii                        |
| Wool grass          | Scirpus cyperinus                        |

**Table 9010.05: Forbs**

| Common Name            | Scientific Name          |
|------------------------|--------------------------|
| Black-eyed Susan       | Rudbeckia hirta          |
| Blue-flag iris         | Iris virginica-shrevii   |
| Boneset                | Eupatorium perfoliatum   |
| Canadian anemone       | Anemone canadensis       |
| Common mountainmint    | Pycnanthemum virginianum |
| Common rush            | Juncus effusus           |
| Fowl manna grass       | Glyceria striata         |
| Golden Alexanders      | Zizia aurea              |
| Great blue lobelia     | Lobelia siphilitica      |
| Grey-headed coneflower | Ratibida pinnata         |
| Heath aster            | Symphyotrichum ericoides |
| Ironweed               | Veronia fasciculata      |

**Table 9010.05: Forbs**

| Common Name            | Scientific Name              |
|------------------------|------------------------------|
| Joe-pye weed           | Eupatorium maculatum         |
| Meadow blazingstar     | Liatris ligulistylis         |
| Milkweed, butterfly    | Asclepias tuberosa           |
| Milkweed, swamp        | Asclepias incarnata          |
| New England aster      | Symphyotrichum novae-angliae |
| Ohio spiderwort        | Tradescantia ohiensis        |
| Oxeye sunflower        | Heliopsis helianthoides      |
| Pale purple coneflower | Echinacea pallida            |
| Partridge pea          | Chamaecrista fasciculata     |
| Prairie blazing star   | Liatris pycnostachya         |
| Purple prairie clover  | Dalea purpurea               |
| Rattlesnake master     | Eryngium yuccifolium         |
| Reed manna grass       | Glyceria grandis             |
| Rice cutgrass          | Leersia oryzoides            |
| Showy goldenrod        | Solidago speciosa            |
| Showy tic-trefoil      | Desmodium canadense          |
| Stiff goldenrod        | Solidago rigida              |
| Swamp aster            | Aster puniceus               |
| White wild indigo      | Baptisia alba                |
| Wild bergamot          | Monarda fistulosa            |

**2.02 SEED MIXTURES AND SEEDING DATES**

See the contract documents for the specified seed mixture. If a mixture is not specified, use the following. The Contractor may submit a modification of the mixture for the Engineer's consideration.

- A. Type 1 (Permanent Lawn Mixture): Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

**Table 9010.06: Type 1 Seed Mixture<sup>1</sup>**

| Common Name                               | Application Rate lb/acre |
|-------------------------------------------|--------------------------|
| Creeping red fescue                       | 25                       |
| Turf-type perennial ryegrass <sup>2</sup> | 20                       |
| Turf-type perennial ryegrass <sup>2</sup> | 20                       |
| Kentucky bluegrass cultivar <sup>3</sup>  | 65                       |
| Kentucky bluegrass cultivar <sup>3</sup>  | 65                       |
| Kentucky bluegrass cultivar <sup>3</sup>  | 65                       |

<sup>1</sup> A commercial mixture may be used if it contains a high percentage of similar bluegrasses; it may or may not contain creeping red fescue.

<sup>2</sup> Choose two different cultivars of turf-type perennial ryegrass, at 20 lbs/acre each.

<sup>3</sup> Choose three different cultivars of Kentucky bluegrass, at 65 lbs/acre each.

- B. Type 2 (Permanent Cool Season Mixture for Slopes and Ditches): Not typically mowed. Reaches a maximum height of 2 to 3 feet, low fertility requirements, grows in the spring and fall, and can go dormant in the summer. Use between March 1 and May 31 and between August 10 and September 30.

**Table 9010.07: Type 2 Seed Mixture**

| Common Name         | Application Rate lb/acre |
|---------------------|--------------------------|
| Fawn fescue         | 100                      |
| Kentucky bluegrass  | 20                       |
| Ryegrass, perennial | 75                       |

- C. Type 3 (Permanent Warm-Season Slope and Ditch Mixture): Not typically mowed. Reaches a height of 5 to 6 feet, stays green throughout summer, and responds well to being burned in spring; no fertilizer. Use between March 1 and June 30.

**Table 9010.08: Type 3 Seed Mixture**

| Common Name      | Application Rate lb/acre |
|------------------|--------------------------|
| Big bluestem*    | 3 PLS                    |
| Grain rye        | 40                       |
| Indiangrass*     | 4 PLS                    |
| Little bluestem* | 3 PLS                    |
| Oats             | 16                       |
| Sideoats grama*  | 5 PLS                    |
| Switchgrass*     | 1 PLS                    |

\* Furnish seed certified as Source Identified Class (Yellow Tag) Source G0-Iowa.

- D. Type 4 (Urban Temporary Erosion Control Mixture): Short lived (6 to 8 months) mix for erosion control.

**Table 9010.09: Type 4 Seed Mixture**

| <b>Common Name</b>                     | <b>Application Rate<br/>lb/acre</b> |
|----------------------------------------|-------------------------------------|
| <i>SPRING - March 1 - May 20</i>       |                                     |
| Annual ryegrass                        | 40                                  |
| Oats*                                  | 65                                  |
| <i>SUMMER - May 21 - August 14</i>     |                                     |
| Annual ryegrass                        | 50                                  |
| Oats*                                  | 95                                  |
| <i>FALL - August 15 - September 30</i> |                                     |
| Annual Ryegrass                        | 40                                  |
| Grain rye                              | 65                                  |

\* Engineer may delete for previously established urban areas.

- E. Type 5 (Rural Temporary Erosion Control Mixture): Short lived mix for erosion control.

**Table 9010.10: Type 5 Seed Mixture**

| <b>Common Name</b>                      | <b>Application<br/>lb/acre</b> |
|-----------------------------------------|--------------------------------|
| <i>March 1 - October 31</i>             |                                |
| Canada wildrye                          | 5 PLS/acre                     |
| Grain rye                               | 50                             |
| Oats                                    | 50                             |
| <i>November 1 - February 28 (or 29)</i> |                                |
| Canada wildrye                          | 7 PLS/acre                     |
| Grain rye                               | 62                             |
| Oats                                    | 62                             |

Seed does not need to be certified Source Identified Class (Yellow Tag).

- F. Type 6 (Salt-resistant Mixture): Use for grass medians and areas immediately back of curb on streets subject to regular salt applications for winter de-icing. Apply between March 1 and May 31 and between August 10 and September 30.

**Table 9010.11: Type 6 Seed Mixture**

| Common Name                  | Application Rate<br>lb/acre | Purity (%) | Germination (%) |
|------------------------------|-----------------------------|------------|-----------------|
| Blue chip Kentucky bluegrass | 37.5                        | 90         | 85              |
| Fults alkali grass           | 75                          | 98         | 85              |
| Hard fescue                  | 50                          | 95         | 85              |
| Nublu Kentucky bluegrass     | 37.5                        | 90         | 85              |
| Sheeps fescue                | 50                          | 90         | 85              |

G. Wetland Seeding: Between April 1 and June 30, use the following seed mixture for wetland grass seeding areas.

**Table 9010.12: Wetland Grass Seed Mixture**

| Common Name          | Scientific Name                | PLS**<br>(per ac) |
|----------------------|--------------------------------|-------------------|
| Arrowhead            | Sagittaria latifolia           | 4 oz              |
| Big bluestem*        | Andropogon gerardii            | 1 lb              |
| Bluejoint grass      | Calamagrostis                  | 1 oz              |
| Blue vervain         | Verbena Hastata                | 1 oz              |
| Boneset              | Eupatorium perfoliatum         | 1 oz              |
| Broom sedge          | Carex scoparia                 | 2 oz              |
| Dark green bulrush*  | Scirpus atrovirens             | 1 oz              |
| Fox sedge*           | Carex vulpinoidea              | 4 oz              |
| New England aster*   | Symphyotrichum novae-angliae   | 2 oz              |
| Nodding bur marigold | Bidens cernua                  | 8 oz              |
| Porcupine sedge      | Carex hystericina              | 8 oz              |
| Prairie cordgrass    | Spartina pectinata             | 1 lb              |
| Rice cutgrass        | Leersia oryzoides              | 4 oz              |
| Sneezeweed           | Helenium autumnale             | 2 oz              |
| Softstem bulrush     | Schoenoplectus tabernaemontani | 8 oz              |
| Spike rush           | Eleocharis palustris           | 4 oz              |
| Swamp milkweed*      | Asclepias incarnata            | 1 lb              |
| Switchgrass*         | Panicum virgatum               | 8 oz              |
| Tussock sedge        | Carex stricta                  | 2 oz              |
| Virginia wild-rye*   | Elymus virginicus              | 5 lbs             |
| Water plantain       | Alisma plantago-aquatica       | 4 oz              |

\* Furnish seed certified as Source Identified Class (Yellow Tag) Source G0-Iowa.

\*\* Seeding rates for wetland grasses are given as PLS. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.



- H. Native Grass and Forbs (Wildflower) Seeding: Between April 1 and June 30, use the following seed mixture for areas designated for native grass and wildflower seeding.

**Table 9010.13: Native Grass and Forbs (Wildflower) Seeding Mixture**

| <b>Common Name</b>                                            | <b>Scientific Name</b>       | <b>Application Rate**</b> |
|---------------------------------------------------------------|------------------------------|---------------------------|
| <b><u>GRASSES</u></b>                                         |                              | <b>lb/acre</b>            |
| Big bluestem*                                                 | Andropogon gerardii          | 1.0                       |
| Canada wild rye                                               | Elymus Canadensis            | 1.5                       |
| Indiangrass*                                                  | Sorghastrum nutans           | 1.0                       |
| Little bluestem*                                              | Schizachyrium scorparium     | 2.0                       |
| Sideoats grama*                                               | Boutelouea curtipendula      | 2.5                       |
| Switchgrass*                                                  | Panicum virgatum             | 0.5                       |
|                                                               |                              |                           |
| <b><u>FORBS (WILDFLOWERS)</u></b>                             |                              | <b>oz/acre</b>            |
| Black-eyed Susan                                              | Rudbeckia hirta              | 3.0                       |
| Butterfly milkweed                                            | Asclepias tuberosa           | 4.0                       |
| Canadian anemone                                              | Anemone canadensis           | 0.5                       |
| Common mountainmint                                           | Pycnanthemum virginianum     | 0.25                      |
| Golden Alexanders                                             | Zizia aurea                  | 8.0                       |
| Grey-headed coneflower                                        | Ratibida pinnata             | 2.75                      |
| Heath aster                                                   | Symphyotrichum ericoides     | 0.25                      |
| Ironweed                                                      | Veronia faxciculata          | 3.0                       |
| New England aster                                             | Symphyotrichum novae-angliae | 1.25                      |
| Ohio spiderwort                                               | Tradescantia ohiensis        | 7.0                       |
| Oxeye sunflower                                               | Heliopsis helianthoides      | 12.0                      |
| Pale purple coneflower                                        | Echinacea pallida            | 15.0                      |
| Partridge pea                                                 | Chamaecrista fasciculata     | 32.0                      |
| Prairie blazing star                                          | Liatris pycnostachya         | 4.5                       |
| Purple prairie clover                                         | Dalea purpurea               | 2.5                       |
| Rattlesnake master                                            | Eryngium yuccifolium         | 1.75                      |
| Showy goldenrod                                               | Solidago speciosa            | 0.50                      |
| Stiff goldenrod                                               | Solidago rigida              | 1.0                       |
| Swamp milkweed                                                | Asclepias incarnata          | 4.0                       |
| White wild indigo                                             | Baptisia alba                | 2.0                       |
| Wild bergamot                                                 | Monarda fistulosa            | 1.25                      |
|                                                               |                              |                           |
| <b><u>NURSE CROP</u></b>                                      |                              | <b>lb/acre</b>            |
| Oats (spring seeding - April 1 to June 30)                    |                              | 32                        |
| Winter wheat (dormant/frost seeding - November 1 to March 31) |                              | 25                        |

\* Furnish seed certified as Source Identified Class (Yellow Tag) Source G0-Iowa.

\*\* Seeding rates for native grass and forb species are given as PLS. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.

## 2.03 FERTILIZER

Use fertilizer of the grade, type, and form specified that complies with rules of the Iowa Department of Agriculture and Land Stewardship and the following requirements:

- A. Grade: Identify the grade of fertilizer according to the percent nitrogen (N), percent of available phosphoric acid (P<sub>2</sub>O<sub>5</sub>), and percent water soluble potassium (K<sub>2</sub>O), in that order, and base approval on that identification.
- B. The Contractor may substitute other fertilizer containing analysis percentages different from those specified, provided that the minimum amounts of actual nitrogen, phosphate, and potash per acre are supplied, and that in no case does the total amount per acre of the three fertilizer elements be exceeded by 30% of the following minimum amounts.
  - 1. For Conventional Seeding, Permanent: Apply a 6-24-24 commercial fertilizer or the equivalent units of nitrogen, phosphate, and potash at the rate of 300 pounds per acre.
  - 2. For Conventional Seeding, Temporary: Apply commercial fertilizer to all seeded areas at the rate of 250 pounds per acre of 13-13-13 (or equivalent) for rural mixes and 300 pounds per acre of 6-24-24 (or equivalent) for urban mixes, unless otherwise specified in the contract documents.
  - 3. For Hydraulic Seeding: Apply fertilizer in combination with seeding by a hydraulic seeder and as specified in Iowa DOT Article 2601.03, B. Apply a commercial fertilizer or the equivalent units of nitrogen, phosphate, and potash at the rate specified for the type of seeding being applied.
  - 4. For Pneumatic Seeding: Based on the compost nutrient analysis, supply any additional commercial fertilizer necessary to meet the 13-13-13 units of nitrogen, phosphate, and potash at the rate of 450 pounds per acre as the compost is applied.
- C. Type: Use fertilizer that can be uniformly distributed by the application equipment. Furnish fertilizer either as separate ingredients or in chemically-combined form.

## 2.04 STICKING AGENT

- A. Use a sticking agent that is a commercial material recommended by the manufacturer to improve adhesion of inoculant to the seed. For small quantities less than 50 pounds, the sticking agent need not be a commercial agent, but it must be approved by the Engineer and must be applied separately, prior to application of inoculant.
- B. Follow safety precautions specified on the product label. A sticking agent is not required if a liquid formulation of inoculant is used.

## **2.05 INOCULANT FOR LEGUMES**

An inoculant is a culture of bacteria specifically formulated for each legume seed (alfalfa, clovers, lespedesa, and hairy vetch). Ensure the manufacturer's container indicates the specific legume seed to be inoculated and the expiration date. Use inoculant that meets the requirements of the Iowa Seed Law. Follow the safety precautions specified on the product label.

## **2.06 WATER**

Use water that is free of any substance harmful to seed germination or plant growth.

## **2.07 MULCH**

### **A. For Conventional Seeding:**

1. Material used as mulch may consist of the following:
  - a. Dry cereal straw (oats, wheat, barley, or rye)
  - b. Prairie hay
  - c. Wood excelsior composed of wood fibers, at least 8 inches long, based on an average of 100 fibers, and approximately 0.024 inch thick and 0.031 inch wide. The fibers must be cut from green wood and be reasonably free of seeds or other viable plant material.
2. Do not use other hay (bromegrass, timothy, orchard grass, alfalfa, or clover).
3. All material used as mulch must be free from all noxious weed, seed-bearing stalks, or roots and will be inspected and approved by the Engineer prior to its use.
4. The Contractor may use other materials, subject to the approval of the Engineer.

### **B. For Hydraulic Seeding:**

1. Wood Cellulose:
  - a. Use material that is a natural or cooked cellulose fiber processed from whole wood chips, or a combination of up to 50% of cellulose fiber produced from whole wood chips, recycled fiber from sawdust, or recycled paper (by volume).
  - b. Product contains a colloidal polysaccharide tackifier adhered to the fiber to prevent separation during shipment and avoid chemical co-agglomeration during mixing.
  - c. Form a homogeneous slurry of material, tackifier, and water.
  - d. Use a slurry that can be applied with standard hydraulic mulching equipment.
  - e. Dye the slurry green to facilitate visual metering during application.

- f. Do not use materials that have growth or germination-inhibiting factors or any toxic effect on plant or animal life when combined with seed or fertilizer.
2. Bonded Fiber Matrix (BFM):
- a. Manufactured to be applied hydraulically.
  - b. Dyed green to facilitate visual metering.
  - c. All components pre-packaged by manufacturer to ensure material performance and compliance. Field mixing of additives or any components will not be allowed.
  - d. Meet the following requirements:
    - 1) Contain non-toxic tackifiers that upon drying become insoluble and non- dispersible to eliminate direct raindrop impact on soil according to ASTM D 7101 and EPA 2021.0-1.
    - 2) Contain no germination or growth inhibiting factors and do not form a water- resistant crust that can inhibit plant growth.
    - 3) Hydraulic mulch that is completely photo-degradable or biodegradable.
    - 4) Contain a minimum of 90% organic material according to ASTM D 2974.
    - 5) Have a rainfall event (R-factor) of  $140 < R$  according to ASTM D 6459.
    - 6) Have a cover factor of  $C \leq 0.03$  according to ASTM D 6459.
    - 7) Vegetation Establishment of 400% minimum according to ASTM D 7322.
    - 8) Water Holding Capacity 600% minimum according to ASTM D 7367.
3. Mechanically-Bonded Fiber Matrix (MBFM):
- a. Manufactured to be applied hydraulically.
  - b. Dyed green to facilitate visual metering.
  - c. All components pre-packaged by manufacturer to ensure material performance and compliance. Field mixing of additives or any components will not be allowed.
  - d. Meet the following requirements:
    - 1) Contain non-toxic tackifiers that upon drying become insoluble and non- dispersible to eliminate direct raindrop impact on soil according to ASTM D 7101 and EPA 2021.0-1.
    - 2) Contain no germination or growth inhibiting factors and do not form a water- resistant crust that can inhibit plant growth.
    - 3) Hydraulic mulch that is completely photo-degradable or biodegradable.

- 4) Contain a minimum of 90% organic material according to ASTM D 2974.
- 5) Have a rainfall event (R-factor) of  $175 < R$  according to ASTM D 6459.
- 6) Have a cover factor of  $C \leq 0.01$  according to ASTM D 6459.
- 7) Vegetation establishment of 500% minimum according to ASTM D 7322.
- 8) Water holding capacity of 700% minimum according to ASTM D 7367.

C. For Pneumatic Seeding: Use compost meeting the following requirements.

1. Derived from a well-decomposed source of organic matter.
2. Produced using an aerobic composting process, meeting Code of Federal Regulations (CFR) 503 for time, temperature, and heavy metal concentrations.
3. No visible admixture of refuse or other physical contaminants, nor any material toxic to plant growth.
4. Certified by the U.S. Composting Council's Seal of Testing Assurance (STA) program.
5. Conforms to chemical, physical, and biological parameters of AASHTO MP 10-03, with the following additional requirements:
  - a. Follow U.S. Composting Council's TMECC guidelines for all testing.
  - b. Organic Matter Content: 30% minimum.
  - c. pH: between 6.0 and 8.0.
  - d. Maturity (growth screening): Minimum 90% emergence for all compost to be vegetated.
  - e. Particle Size:

| Sieve Size | Percent Passing* |
|------------|------------------|
| 2"         | 100              |
| 1"         | 90-100           |
| 3/4"       | 65-100           |
| 3/8"       | 0-75             |

\*6 inch maximum particle length.

**PART 3 - EXECUTION****3.01 EQUIPMENT**

- A. Aerial Equipment: When aerial application of seed and fertilizer is specified, use aerial equipment capable of providing a uniform distribution of seed and fertilizer on the specified area.
- B. Compost Blower: A compost blower is pneumatic equipment to blow compost over the desired area. It may be equipped with a supplemental seed injection system. Use equipment with sufficient power to cover the required area without driving on the prepared seedbed.
- C. Cultipacker: Use a pull-type cultipacker with individual rollers or wheels. Cultipackers with sprocket-type spacers between the wheels may be used. The cultipacker must produce a corrugated surface on the area being compacted. Operate the cultipacker separately from all other operations, and do not attach the cultipacker to the seeder or disk, unless combined cultipacker seeder is manufactured to operate as a unit. Make provisions for addition of weight.
- D. Disk: When preparing a seedbed on ground having heavy vegetation, use a disk with cutaway blades. Make provisions for the addition of weight to obtain proper cutting depth.
- E. Drop Seeder: Use one piece of equipment containing pulverizer rollers in front of the seed tubes, ground driven seed meters, maximum seed tube spacing of 3 inches delivering seed between the pulverizer rollers and packer wheels, and packer wheels that press and firmly pack seed into the soil.
- F. End-gate Cyclone Seeders: End-gate cyclone seeders must be suitably mounted. Movement must be provided by mechanical means. The seed drops through an adjustable flow regulator onto a rotating, power driven, horizontal disk or fan.
- G. Expanded Mesh Roller: Use equipment that is an open grid type or a cultipacker type, modified by covering with expanded metal mesh.
- H. Field Tiller: Use equipment designed for the preparation of the seedbed to the degree specified.
- I. Gravity Seeders: Gravity seeders must provide agitation of the seed, have an adjustable gate opening, and uniformly distribute seed on the prepared seedbed. Use a seed hopper equipped with baffle plates spaced no more than 2 feet apart. The baffle plates must extend from the agitator shaft to within approximately 2 inches of the top of the seed hopper. Wind guards are required to facilitate seeding when moderate wind conditions exist and when ordered by the Engineer. Place wind guards in front or in back (or both) of the seed outlet and extend them to near the ground line. This seeder may be used for application of fertilizer.

- J. Hand Cyclone Seeders: Hand cyclone seeders are carried by the person dispensing seed. The seed drops through an adjustable flow regulator onto a rotating, hand driven, horizontal disk or fan.
- K. Hydraulic Seeder: Use hydraulic seeding equipment with a pump rated at no less than 100 gallons per minute. Inoculant, seed, and fertilizer may be applied in a single operation. The equipment must have a suitable working pressure and a nozzle adapted to the type of work. Supply tanks must have a means of agitation. Calibrate tanks and provide them with a calibration stick or other approved device to indicate the volume used or remaining in the tank.
- L. Mowers: Use mowers that are rotary, flail, disk, or sickle type. Do not use mowers that bunch or windrow the mowed material.
- M. Mulch Anchoring Equipment: Use mulch anchoring equipment designed to anchor straw or hay mulch into soil by means of dull blades or disks. It should have flat blades or disks, may have cutaway edges and must be spaced at approximately 8 inch intervals. The mulch anchoring equipment must be pulled by mechanical means and weigh approximately 1,000 pounds. When directed by the Engineer, increase the weight by addition of ballast.
- N. Native Grass Seed Drill: Use a native grass seed drill designed to provide uniform distribution of native grass and wildflower seeds. Provide separate seed boxes to apply both small seeds as well as fluffy bearded seeds. If a no-till attachment is specified, use an attachment of the same manufacturer as the drill.
- O. Pneumatic Seeder: Use an air blown system with sufficient power and hose to reach 300 feet.
- P. Pulverizer: Use equipment designed to break up compacted soil to prepare a seedbed.
- Q. Rotary Tiller: Use equipment with rotary-type blades designed for the preparation of seedbed to the degree specified.
- R. Slit Seeder: Use a gas, diesel or electric powered mechanical slit seeder that is capable of cutting vertical grooves a maximum of 1/4 inch deep into the soil with a maximum horizontal blade spacing of 3 inches, deposits metered seed directly after the formation of the vertical grooves, and contains packer wheels that press and firmly pack seed into the soil.
- S. Slope Harrow: Use a slope harrow, consisting of a rolling weight attached by heavy chain to a tractor. The chain must be of suitable length, with picks attached, and a means of rotating the picks as the rolling weight is pulled in a direction parallel to the movement of the tractor.
- T. Spike Tooth Harrow: Use equipment designed to provide adjustment of the spike teeth to level the ground, or to be used as specified by the Engineer.
- U. Straw Mulching Machine: Use a machine to uniformly apply mulch material over the desired area without excessive pulverization. Excessive pulverization is the general absence of straw longer than 6 inches after distribution.

### **3.02 AREA OF SEEDING**

Place seed only in the areas specified in the contract documents. Repair damaged areas that are disturbed outside the contract limits at the expense of the Contractor. Do not disturb areas having a satisfactory growth of desirable grasses or legumes.

### **3.03 FINISH GRADING AND TOPSOIL**

See Section 2010 for finish grading and topsoil placement.

### **3.04 CONVENTIONAL SEEDING**

- A. Order of Operations: 1) fertilizing, 2) seedbed preparation, 3) seed preparation/application, and 4) mulching.
- B. Fertilizing:
  - 1. Apply fertilizer immediately prior to seedbed preparation. Incorporate the fertilizer into the top 2 to 3 inches of topsoil during the seedbed preparation. Equipment that results in ruts or excessive compaction will not be allowed.
  - 2. Do not apply fertilizer with native grass, wildflower, or wetland seeding.
- C. Seedbed Preparation, Permanent:
  - 1. Limit preparation of seedbed to areas that will be seeded immediately upon completion.
  - 2. Work areas accessible to field equipment to a depth of no less than 3 inches. Use mechanical rotary tillage equipment for the preparation of seedbed on earth shoulders, urban or raised medians, and rest areas. Prepare by hand areas inaccessible to field machinery, to a depth of no less than 2 inches. Use care that the entire width of the shoulder and areas around headwalls, wingwalls, flumes, and other structures are prepared in the manner specified. Where weed growth has developed extensively, they may be disked into the ground. If weed growth develops sufficiently to interfere with proper seedbed preparation, mow the weeds and remove them from the project at no additional cost to the Contracting Authority.
  - 3. Use crawler type or dual-wheeled tractors for seedbed preparation. Operate equipment in a manner to minimize displacement of soil and disturbance of the design cross-section. Harrow ridging in excess of 4 inches due to operation of tillage equipment prior to rolling with the cultipacker. Roll the area with no less than one pass of the cultipacker prior to permanent seeding.
  - 4. Shape and fine grade to remove rills or gullies, water pockets, undesirable vegetation, and irregularities to provide a smooth, firm, and even surface true to grade and cross- section. For Type 1 (lawn seeding), prepare to a fine texture and without soil lumps. Coordinate preparation of all ditches designated for special ditch control with the seedbed preparation. Till parallel to the contours.
  - 5. Smooth the seedbed with a cultivator-type tillage tool having a rake bar or a rock rake. Pick up and remove all debris, such as rocks, stones, concrete



- larger than 2 inches (1/2 inch maximum for lawn seeding), or roots and other objectionable material that will interfere with the seeding operation. A spring tooth cultivator may be used in lieu of a rock picker. Remove the rock by hand after each use of the cultivator; repeat the process until the soil is relatively free of rock as determined by the Engineer.
6. Choose equipment to minimize soil compaction. Operate equipment in a manner to minimize displacement of soil and disturbance of the design cross-section. Roll the area with at least one pass of the cultipacker. Remove ruts that develop during the sequence of operations before subsequent operations are performed. This must be completed just prior to seeding and the work approved by the Engineer before the seeding application.
- D. Seedbed Preparation, Temporary: Till the soil to a minimum depth of 5 inches with a disk, harrow, or field cultivator.
- E. Seeding:
1. Seed Preparation:
    - a. Thoroughly mix all seed specified for the contract prior to placing the seed in the seed hopper. Provide 48 hours' notice prior to mixing the seed, and give the Engineer an opportunity to witness the seed mixing. The mixing of a certified blue tag seed mix at an approved (by Iowa Crop Improvement Association) seed conditioner's facility need not be witnessed.
    - b. Treat all legume seed with a commercial sticking agent to be applied prior to application of inoculant, or as a mixture when the sticking agent is compatible with other materials. A sticking agent is not required if a liquid formulation of inoculant is used. Use mechanical mixing equipment to apply sticking agent and inoculant on seed quantities over 50 pounds.
    - c. Inoculate all legumes with a standard product humus culture before being mixed with other seeds for sowing.
    - d. Inoculate all legumes with a standard culture at the rate specified by the manufacturer of the inoculant according to Iowa DOT Article 4169.04. Do not expose inoculated seed to direct sunlight for more than 30 minutes. Re-inoculate seed that is not sown within 8 hours after inoculation prior to use. Pre-inoculated seed with manufacturer's recommended protective coating may be used in lieu of seed with Contractor-applied inoculant.
    - e. When the gravity or cyclone seeder is used for application of seed, inoculate legume seed according to the manufacturer's recommended procedures, before mixing with other grass seeds for sowing. Furnish and apply inoculant.
  2. Seed Application, Permanent:
    - a. Prior to seeding, the seedbed will be inspected and approved by the Engineer. Use methods and procedures consistent with equipment manufacturer's recommendations; however, do not operate ground-driven equipment at speeds greater than 10 mph.

- b. On all areas accessible to machinery, sow seed with a gravity seeder, end-gate cyclone seeder, or seed drill.
  - c. On areas inaccessible to field machinery, the use of hand-operated cyclone seeders will be allowed, but no other hand-seeding methods will be accepted.
  - d. The application of grass and legume seed with hand seeders on early spring work must be performed as separate operations. No mixing of the two types of seed will be allowed.
  - e. All seeded areas will have one pass with a roller or cultipacker to firm the soil.
3. Seed Application, Temporary:
- a. On areas accessible to field machinery, sow seed with an end-gate cyclone seeder.
  - b. On areas inaccessible to field machinery, the use of hand-operated cyclone seeders will be allowed, but no other hand-operated seeding methods will be accepted.
  - c. Cover the seed and fertilizer by lightly tilling the seeded area with a disk, rigid harrow, spring tooth harrow, or field cultivator.
4. Seeding Outside of the Specified Seeding Dates: With the agreement of the Engineer and at the full responsibility of the Contractor, seeding operations for all seed types may be conducted outside the specified seeding dates. Should the seeded areas require reseeding, it must be done as specified and at no additional cost to the Contracting Authority.
- a. Dormant Seeding: When winter dormant seeding is allowed or specified by the Jurisdiction, complete it when air temperatures are consistently below 40°F and prior to December 25 of a given year. Dormant seeding is not allowed on snow.
    - 1) Prepare the seedbed before the ground freezes.
    - 2) To ensure protection of the seed, apply on a frosty morning or before a predicted snow.
    - 3) Seeding may be done by hand or with seeding equipment.
    - 4) For hydraulic seeding, apply the fertilizer at no more than 0.5 pounds nitrogen per 1000 square feet, followed by the seed.
  - b. Frost Seeding (Over-seeding):
    - 1) Complete frost seeding, also referred to as over-seeding, in the spring when the ground is friable from frost action (February 1 to April 1).
    - 2) Frost seeding is not allowed on more than 1 inch of snow.
    - 3) Seeding can be done with a hand-operated cyclone seeder or other equipment.

- 4) Seedbed preparation will not be required provided the ground is friable from frost action.

F. Mulching:

1. Mulch all conventionally seeded areas the same day the seed is sown. Uniformly distribute the mulch over the required areas at a rate of 1.5 tons/acre for dry cereal straw, or native grass straw. Prairie hay is not suitable for Type 1 (lawn seeding).
2. Work the mulch into the soil with mulch anchoring equipment designed to anchor the mulch into the soil by means of dull blades or disks with a minimum of two passes. Operate equipment in a manner to minimize displacement of the soil and disturbance of the design cross-section.
3. Do not operate mulch-blowing equipment on slopes steeper than 2.5 to 1 or on slopes that may rut. Use attachments to apply mulch without traversing slopes.
4. Do not mulch when wind velocities exceed 15 mph.
5. Hydraulic mulch shall be required in urban areas. Straw mulch may be utilized if preapproved by City Engineer.

### **3.05 HYDRAULIC SEEDING**

A. Order of Operations:

1. Seedbed preparation
2. Seed application, fertilizing, and mulching

B. Seedbed Preparation: Follow seedbed preparation for conventional seeding in Section 9010, 3.04.

C. Seed Preparation: Inoculant, in the quantities specified above, may be applied directly into the supply tank with seed, water, and other material.

D. Seed Application, Fertilizing, and Mulching:

1. Application Process:

- a. Combination: Place all material, seed, fertilizer, mulch, and tackifier (if applicable) in hydraulic mulching equipment specifically manufactured for hydraulic seeding.
- b. Separate: At the Contractor's option and at no additional cost to the Contracting Authority, the hydraulic seeding, fertilizing, and mulching may be undertaken separately. If hydraulic seeding is done separately, add 50 pounds of wood cellulose fiber complying with Section 9010, 2.07, B as a tracer for each 500 gallons of water in the hydraulic seeder tank. If operations are undertaken separately, complete fertilizing and mulching application within 24 hours of completing seeding work. Do not separate the applications if inclement weather is forecasted within 24 hours of the scheduled application period.

2. Ensure the hydraulic equipment, pump, and application process do not damage or crack seeds.
  3. Mix materials with fresh potable water using a combination of both recirculation through the equipment's pump, and mechanical agitation to form a homogeneous slurry.
  4. Apply mixture within 1 hour after seed and fertilizer are placed in the hydraulic seeder.
  5. If necessary, dampen dry, dusty soil, to prevent balling of the material during application.
  6. Apply the slurry evenly over all specified areas at component material rates specified.
    - a. Wood Cellulose Mulch:
      - 1) Mulch: Minimum 3,000 lb/acre dry weight.
      - 2) Tackifier: Minimum 50 lb/acre.
    - b. Bonded Fiber Matrix: Minimum 3,000 lb/acre dry weight.
    - c. Mechanically-bonded Fiber Matrix: Minimum 3,000 lb/acre dry weight.
  7. Retain and count empty bags of mulch to ensure final application rate.
  8. Hydromulching is required ~~may be done~~ over conventional seeding and/or fertilizing, unless straw mulch is ~~if~~ approved by the Engineer.
- E. Native Grass, Wildflower, and Wetland Grass Seeding: Hydraulic seeding of native grasses, wildflowers, and wetland grasses is allowed only if approved by the Engineer. If allowed, increase specific seed rates by 25%. Do not apply fertilizer.

### 3.06 PNEUMATIC SEEDING

- A. Order of Operations: 1) seedbed preparation, 2) seed preparation, and 3) seed application.
- B. Seedbed Preparation: Follow seedbed preparation for conventional seeding in Section 9010, 3.04.
- C. Seed Preparation: Follow seed preparation for conventional seeding in Section 9010, 3.04. Pre-inoculate seed in the quantities specified above prior to placing in the seed equipment.
- D. Seed Application:
  1. Place all material, seed, fertilizer, and compost in equipment with a calibrated seeder attachment specifically designed for pneumatic seeding. Do not apply fertilizer with native grass, wildflower, or wetland seeding.
  2. Apply compost to a 1 inch minimum depth on all designated disturbed areas. Apply the compost with a pneumatic (air blower) system with sufficient power

and hose to reach 300 feet. Driving on the soil to apply compost will not be allowed.

3. Inject seed and fertilizer into the top 1/4 inch to 1/2 inch of compost during application with a calibrated seed injector at the specified rate. Do not inject native grasses and forbs more than 1/4 inch.

### **3.07 WATERING**

- A. Provide water, equipment, transportation, water tanker, hoses, and sprinklers.
- B. Use enough water to keep the soil and mulch moist to a depth of 1 inch and ensure growth of the seed. For turfgrass seeding areas, sufficiently water to keep the soil moist for a minimum of 21 days. If natural rainfall is adequate to keep the soil and mulch moist, artificial watering may not be needed.

### **3.08 RE-SEEDING**

- A. When all work related to seeding, fertilizing, and/or mulching has been completed on an area, and is washed out or damaged, re-seed, fertilize, and/or mulch the area at the contract unit price(s) when so ordered by the Engineer.
- B. When work related to seeding, fertilizing, and/or mulching has not been completed in an area and is washed out or damaged, re-seed, fertilize, and/or mulch the area as necessary at no additional cost to the Contracting Authority.

### **3.09 CLEAN UP**

- A. All work related to clean up throughout the project and upon completion is the responsibility of the Contractor, at no additional cost to the Contracting Authority.
- B. Remove all excess materials, debris, and equipment upon completion of work.
- C. Clean all paved surfaces open for public use at the end of each day and prior to forecasted precipitation.
- D. Repair any damage resulting from seeding operations.
- E. Remove hydraulic slurry and other excess debris related to seeding operations from buildings, landscaping, mulch, pavement, signs, sign posts, and any other areas not specified for application, at the end of each day.

### **3.10 ACCEPTANCE AND WARRANTY**

- A. Acceptance:
  1. Guarantee in writing that all work has been completed as specified and provide the date that all activities were completed. When a warranty is a separately-bid item, this also establishes the beginning of the warranty period.
  2. Acceptance will occur, provided seeded areas are in a live, healthy, growing, and well- established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.
  3. Projects without a separately-bid warranty will be accepted no sooner than 60 days from the date that all activities were completed.

4. When a warranty is established as a bid item and the warranty period excludes 60 days, projects may be accepted after all specified work, excluding the warranty, is satisfactorily completed, and a supplemental contract for the warranty is executed according to the Code of Iowa Section 573.27.

B. Warranty:

1. Required only when established as a bid item by the Engineer.
2. The warranty is to guarantee completed seeding areas for a maximum period of twelve months.
3. During the warranty period, correct and reseed any defects in the seeded areas and grass stand, such as weedy areas, eroded areas, and bare spots, until all affected areas are accepted by the Engineer.
4. Replace or repair to original condition, all damages to property resulting from the seeding operation or from the remedying of defects, at the Contractor's expense.
5. Replacement costs are the Contractor's responsibility, except for those resulting from loss or damage due to occupancy of the project in any part, vandalism, civil disobedience, acts of neglect on the part of others, physical damage by animals, vehicles, fire, or losses due to curtailment of water by local authority, or by "Acts of God."

END OF SECTION

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## SECTION 9040 - EROSION AND SEDIMENT CONTROL

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. NPDES General Permit No. 2
- B. Stormwater Pollution Prevention Plan (SWPPP)
- C. Erosion Control Measures
- D. Velocity and Flow Control Measures
- E. Sediment Control Measures
- F. Application/Installation of Measures
- G. Removal/Replacement of Measures

#### **1.02 DESCRIPTION OF WORK**

- A. Furnish all materials; install, construct, maintain, and remove specified erosion control devices; at locations specified in the contract documents, or where specified by the Engineer.
- B. Complete the required construction work on this project, while minimizing soil erosion and controlling water pollution. Maintain these features as specified, from initial construction stages to final completion of the project.

#### **1.03 SUBMITTALS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Upon request, provide copies of all records and documentation related to compliance with the Iowa DNR NPDES Permit.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:



- B. Implement erosion and sediment control measures at the appropriate time(s).
- C. Coordinate construction to minimize damage to erosion and sediment control devices.

### **1.07 SPECIAL REQUIREMENTS**

#### **A. Permit:**

1. When applicable, comply with the requirements of the Iowa Department of Natural Resources, NPDES (National Pollutant Discharge Elimination System) General Permit No. 2 for Stormwater Discharge Associated with Industrial Activity for Construction Activities, and the Stormwater Pollution Prevention Plan.
2. For projects covered under the Iowa DNR General Permit No. 2, sign on as a co-permittee with the owner and any other contractors or subcontractors.
3. When applicable, comply with the local jurisdiction's permitting requirements.
  - a. Protection of Property: Prevent accumulation of soil, sediment, or debris from project site onto adjoining public or private property. Remove any accumulation of soil or debris immediately, and take remedial actions for prevention.
  - b. Permit Compliance: When applicable, conduct all operations in compliance with the Iowa DNR NPDES General Permit No. 2. Labor, equipment, or materials not included as a bid item, but necessary to prevent stormwater contamination from construction related sources, are considered incidental. Incidental work related to compliance with the permit may include, but is not limited to: hazardous materials protection, fuel containment, waste disposal, and providing employee sanitary facilities.
  - c. Project Staging: Replacing erosion and sediment control practices that are damaged or removed by the contractor in a manner that is inconsistent with the current project staging or SWPPP is the Contractor's responsibility and will be at the Contractor's expense.

### **1.08 MEASUREMENT AND PAYMENT**

#### **A. Stormwater Pollution Prevention Plan (SWPPP):**

1. Preparation:
  - a. Measurement: Lump sum item; no measurement will be made.
  - b. Payment: Payment will be at the lump sum price for SWPPP preparation.
  - c. Includes: Lump sum price includes, but is not limited to, development of a SWPPP by the Contractor meeting local and state agency requirements, filing the required public notices, filing a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and payment of associated NPDES permit fees.

- d. Other: Item will be paid for upon approval of the SWPPP by the Engineer, and after the Notice of Intent has been filed by the Contractor.
2. Management:
- a. Measurement: Lump sum item; no measurement will be made.
  - b. Payment: Payment will be at the lump sum price for SWPPP management.
  - c. Includes: Lump sum price includes all work required to comply with the administrative provisions of the Iowa DNR NPDES General Permit No. 2; including record keeping, documentation, updating the SWPPP, filing the Notice of Discontinuation, etc. Item also includes weekly inspections required to satisfy the provisions of General Permit No. 2, unless otherwise specified in the contract documents.
  - d. Does Not Include: Unit price does not include installation or maintenance of erosion and sediment control practices.
  - e. Other: The Engineer may make partial payments based on estimates of the project completion. Final payment will be made when the site reaches final stabilization and the Notice of Discontinuation is filed.
- B. Compost Blankets:
- 1. Measurement: Measurement will be in square feet for each thickness of compost blanket.
  - 2. Payment: Payment will be at the unit price per square foot for each thickness of compost blanket.
- C. Filter Berms:
- 1. Measurement: Measurement will be in linear feet for each size of filter berm, measured longitudinally along the top of the berm.
  - 2. Payment: Payment will be at the unit price per linear foot for each size of berm.
- D. Filter Socks:
- 1. Installation:
    - a. Measurement: Measurement will be in linear feet for each size of filter sock.
    - b. Payment: Payment will be at the unit price per linear foot for each size of filter sock.
    - c. Includes: Unit price includes, but is not limited to, anchoring stakes.
  - 2. Removal:
    - a. Measurement: Measurement will be in linear feet of filter sock removed.
    - b. Payment: Payment will be at the unit price per linear foot of filter sock removed.

- c. Includes: Unit price includes, but is not limited to, restoration of the area to finished grade and off-site disposal of filter socks and accumulated sediment.
- E. Temporary Rolled Erosion Control Products (RECP):
  - 1. Measurement: Measurement will be in square yards, based on the width specified in the contract documents and actual measured length, for each type of temporary RECP.
  - 2. Payment: Payment will be at the unit price per square yard for each type of temporary RECP.
  - 3. Includes: Unit price includes, but is not limited to, excavation, staples, anchoring devices, and material for anchoring slots.
- F. Wattles:
  - 1. Installation:
    - a. Measurement: Measurement will be in linear feet for each type and size of wattle.
    - b. Payment: Payment will be at the unit price per linear foot for each type and size of wattle.
    - c. Includes: Unit price includes, but is not limited to, anchoring stakes.
  - 2. Removal:
    - a. Measurement: Measurement will be in linear feet of wattle removed.
    - b. Payment: Payment will be at the unit price per linear foot of wattle removed.
    - c. Includes: Unit price includes, but is not limited to, restoration of the area to finished grade and off-site disposal of wattle and accumulated sediment.
- G. Check Dams:
  - 1. Rock Check Dams:
    - a. Measurement: Measurement will be in ton of stone installed.
    - b. Payment: Payment will be at the unit price per ton of stone installed.
    - c. Includes: Unit price includes, but is not limited to, engineering fabric.
  - 2. Manufactured Check Dams:
    - a. Installation:
      - 1) Measurement: Measurement will be in linear feet for each type and size of manufactured check dam.
      - 2) Payment: Payment will be at the unit price per linear foot for each type and size of manufactured check dam.

3) Includes: Unit price includes, but is not limited to, anchoring stakes.

b. Removal:

1) Measurement: Measurement will be in linear feet for each type of manufactured check dam removed.

2) Payment: Payment will be at the unit price per linear foot for each type of manufactured check dam removed.

3) Includes: Unit price includes, but is not limited to, restoration of the area to finished grade and off-site disposal of manufactured check dam and accumulated sediment.

H. Temporary Earth Diversion Structures:

1. Measurement: Measurement will be in linear feet for each type and size of temporary earth diversion structure.

2. Payment: Payment will be at the unit price per linear foot of temporary earth diversion structure.

3. Includes: Unit price includes, but is not limited to, removal of the structure upon completion of the project.

I. Level Spreaders:

1. Measurement: Measurement will be in linear feet of level spreaders.

2. Payment: Payment will be at the unit price per linear foot of level spreader.

3. Includes: Unit price includes, but is not limited to, maintaining the spreader during the period of construction and removal upon completion of the project, unless otherwise specified in the contract documents.

J. Rip Rap:

1. Measurement: Measurement will be in tons for each type of rip rap.

2. Payment: Payment will be at the unit price per ton of rip rap.

3. Includes: Unit price includes, but is not limited to, engineering fabric.

K. Temporary Pipe Slope Drains:

1. Measurement: Measurement will be in linear feet for each type and size of temporary pipe slope drain, measured from end of apron to end of apron.

2. Payment: Payment will be at the unit price per linear foot for each type and size of pipe.

3. Includes: Unit price includes, but is not limited to, excavation, furnishing and installing pipe and pipe aprons, grading, and removal of the slope drain upon completion of the project.

L. Sediment Basin:

1. Outlet Structure:

- a. Measurement: Each size of sediment basin outlet structure will be counted.
  - b. Payment: Payment will be at the unit price for each sediment basin outlet structure.
  - c. Includes: Unit price includes, but is not limited to, concrete base, dewatering device, anti-vortex device, outlet pipe, and anti-seep collars (if specified).
  - d. Does Not Include: Unit price does not include earthwork required for construction of the sediment basin.
2. Removal of Sediment:
- a. Measurement: Each occurrence of sediment removal will be counted.
  - b. Payment: Payment will be at the unit price for each occurrence of sediment removal.
  - c. Includes: Unit price includes, but is not limited to, dewatering and removal and off- site disposal of accumulated sediment.
3. Removal of Outlet Structure:
- a. Measurement: Each sediment basin outlet structure removed will be counted.
  - b. Payment: Payment will be at the unit price for each sediment basin outlet structure removed.
  - c. Includes: Unit price includes, but is not limited to, dewatering and off-site disposal of the outlet structure, concrete base, emergency spillway, and accumulated sediment.
  - d. Does Not Include: Unit price does not include earthwork required to remove the sediment basin and restoration of the area to finished grade.
- M. Sediment Trap Outlet:
1. Installation:
- a. Measurement: Measurement will be in tons of crushed stone placed.
  - b. Payment: Payment will be at the unit price per ton of crushed stone.
  - c. Includes: Unit price includes, but is not limited to, engineering fabric.
  - d. Does Not Include: Unit price does not include earthwork required for construction of the sediment trap.
2. Removal of Sediment:
- a. Measurement: Each occurrence of sediment removal will be counted.
  - b. Payment: Payment will be at the unit price for each occurrence of sediment removal.

- c. Includes: Unit price includes, but is not limited to, dewatering and removal and off- site disposal of accumulated sediment.
- 3. Removal of Device:
  - a. Measurement: Each sediment trap outlet removed will be counted.
  - b. Payment: Payment will be at the unit price for each sediment trap outlet removed.
  - c. Includes: Unit price includes, but is not limited to, dewatering and off-site disposal of sediment trap outlet and accumulated sediment.
  - d. Does Not Include: Unit price does not include earthwork required to remove the sediment trap outlet and restoration of the area to finished grade.
- N. Silt Fence or Silt Fence Ditch Check:
  - 1. Installation:
    - a. Measurement: Measurement will be in linear feet of silt fence or silt fence ditch check.
    - b. Payment: Payment will be at the unit price per linear foot of silt fence or silt fence ditch check.
    - c. Includes: Unit price includes, but is not limited to, anchoring posts.
  - 2. Removal of Sediment:
    - a. Measurement: Measurement will be in linear feet of silt fence or silt fence ditch check.
    - b. Payment: Payment will be at the unit price per linear foot of silt fence or silt fence ditch check.
    - c. Includes: Unit price includes, but is not limited to, anchoring posts.
  - 3. Removal of Device:
    - a. Measurement: Measurement will be in linear feet of silt fence removed.
    - b. Payment: Payment will be at the unit price per linear foot of silt fence removed.
    - c. Includes: Unit price includes, but is not limited to, restoration of the area to finished grade and off-site disposal of fence, posts, and accumulated sediment.
- O. Stabilized Construction Entrance:
  - 1. Stabilized Construction Entrance by Square Yard:
    - a. Measurement: Measurement will be in square yards of material placed.
    - b. Payment: Payment will be at the unit price per square yard of material placed.

- c. Includes: Unit price includes, but is not limited to, subgrade stabilization fabric.
- 2. Stabilized Construction Entrance by Ton:
  - a. Measurement: Measurement will be in tons of material placed.
  - b. Payment: Payment will be at the unit price per ton of material placed.
  - c. Includes: Unit price includes, but is not limited to, subgrade stabilization fabric.
- P. Dust Control:
  - 1. Water for Dust Control:
    - a. Measurement: Measurement will be by metering of water applied to haul roads and other areas to control dust. If metering is not available, measurement will be by counting the loads from a transporting tank of known volume and gauging the contents of the transporting truck for partial loads.
    - b. Payment: Payment will be at the unit price per 1,000 gallons of water used.
    - c. Includes: Unit price includes, but is not limited to, furnishing, transporting, and distributing water to the haul road.
  - 2. Dust Control Product:
    - a. Measurement: Measurement will be in square yards of the treated area.
    - b. Payment: Payment will be at the unit price per square yard of product applied.
- Q. Erosion Control Mulching:
  - 1. Conventional Mulching:
    - a. Measurement: Measurement will be in acres of conventional mulch.
    - b. Payment: Payment will be at the unit price per acre of conventional mulch.
  - 2. Hydromulching:
    - a. Measurement: Measurement will be in acres for each type of hydromulch.
    - b. Payment: Payment will be at the unit price per acre for each type of hydromulch.
- R. Turf Reinforcement Mats (TRM):
  - 1. Measurement: Measurement will be in squares for each type of turf reinforcement mat, each square containing 100 square feet.
  - 2. Payment: Payment will be at the unit price per square for each type of turf reinforcement mat.

3. Includes: Unit price includes, but is not limited to, excavation, staples, anchoring devices, and material for anchoring slots.

S. Surface Roughening:

1. Measurement: Measurement will be in square feet of surface roughening, including directional tracking or grooving/furrowing.
2. Payment: Payment will be at the unit price per square foot of surface roughening.

T. Inlet Protection Device:

1. Installation:
  - a. Measurement: Each type of inlet protection device will be counted.
  - b. Payment: Payment will be at the unit price for each inlet protection device.
  - c. Includes: Unit price includes, but is not limited to, removal of the device upon completion of the project.
2. Maintenance:
  - a. Measurement: Each inlet protection device maintenance occurrence will be counted.
  - b. Payment: Payment will be at the unit price for each inlet protection device maintenance occurrence.
  - c. Includes: Unit price includes, but is not limited to, removal and off-site disposal of accumulated sediment.

U. Flow Transition Mat:

1. Measurement: Measurement will be in square feet of flow transition mat.
2. Payment: Payment will be at the unit price per square foot of flow transition mat.
3. Includes: Unit price includes, but is not limited to, anchoring devices.

## **PART 2 - PRODUCTS**

### **2.01 COMPOST BLANKETS**

Comply with Section 9010, 2.07, C for compost material requirements for compost blankets.

### **2.02 COMPOST BLANKET AND FILTER BERM TACKIFIER**

- A. Use a biodegradable, organic binding agent or polyacrylamide that can be mixed with, or injected into, compost or filter material as it is placed, which is not detrimental to the establishment of vegetation.
- B. Use in filter berms or compost blankets when specified in the contract documents.
- C. Apply at the rate recommended by the manufacturer.



**2.03 FILTER MATERIAL**

- A. Material for use in filter socks, filter berms, and other areas, as specified in the contract documents.
- B. Use material derived from wood, bark, or other, non-toxic vegetative feed stocks.
- C. Use material with no visible admixture of refuse or other physical contaminants, nor any material toxic to plant growth.
- D. Use material meeting the following particle sizes:

| Sieve Size | Percent Passing <sup>1</sup> |
|------------|------------------------------|
| 2"         | 100                          |
| 1"         | 90-100                       |
| 3/8"       | 0-30                         |

<sup>1</sup>The target flow rate of in-place material is 10 gal/min/lf. The Engineer may approve use of alternate materials meeting the target flow rate.

**2.04 FILTER SOCK**

- A. For slope and sediment control applications, use a continuous, tubular, knitted, mesh netting with 3/8 inch openings, constructed of 5 mil thickness, photodegradable HDPE.
- B. For inlet protection, use a continuous, tubular, knitted, mesh netting with 3/8 inch openings, constructed of 500 denier polypropylene.
- C. Use 1 inch by 2 inch (minimum) hardwood stakes or stakes of equivalent strength.

**2.05 TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)**

Use temporary rolled erosion control products that are classified and have material properties according to the Erosion Control Technology Council's (ECTC) guidelines as follows:

- A. Material Classification:
  - 1. RECP Type 1 (Ultra Short-term): Functional longevity of 3 months or less and classified as follows:
    - a. RECP Type 1.A: Mulch control net, consisting of a photodegradable synthetic mesh or woven biodegradable natural fiber netting.
    - b. RECP Type 1.B: Netless rolled erosion control blankets, consisting of natural and/or polymer fibers, mechanically interlocked and/or chemically adhered together to form a RECP.

- c. RECP Type 1.C: Single-net erosion control blankets and open weave textiles, consisting of processed degradable natural and/or polymer fibers, mechanically bound together by a single rapidly-degrading, synthetic or natural fiber netting, or an open weave textile of processed rapidly-degrading natural or polymer yarns or twines woven into a continuous matrix.
  - d. RECP Type 1.D: Double-net erosion control blankets, consisting of processed degradable natural and/or polymer fibers, mechanically bound together between two rapidly-degrading, synthetic or natural fiber nettings.
- 2. RECP Type 2 (Short-term): Functional longevity between 3 and 12 months and classified as follows:
  - a. RECP Type 2.A: Mulch control net, consisting of a photodegradable synthetic mesh or woven biodegradable natural fiber netting.
  - b. RECP Type 2.B: Netless rolled erosion control blankets, consisting of natural and/or polymer fibers, mechanically interlocked and/or chemically adhered together to form a RECP.
  - c. RECP Type 2.C: Single-net erosion control blankets and open weave textiles, consisting of an erosion control blanket composed of processed degradable natural or polymer fibers, mechanically bound together by a single degradable synthetic or natural fiber netting to form a continuous matrix, or an open weave textile composed of processed degradable natural or polymer yarns or twines woven into a continuous matrix.
  - d. RECP Type 2.D: Double-net erosion control blanket, consisting of processed degradable natural and/or polymer fibers, mechanically bound together between two degradable synthetic or natural fiber nettings.
- 3. RECP Type 3 (Extended Term): Functional longevity between 12 and 24 months and classified as follows:
  - a. RECP Type 3.A: Mulch control nets, consisting of a slow-degrading synthetic mesh or woven natural fiber netting.
  - b. RECP Type 3.B: Erosion control blankets and open weave textiles, consisting of processed slow-degrading natural or polymer fibers, mechanically bound together between two slow-degrading synthetic or natural fiber nettings to form a continuous matrix, or an open weave textile composed of processed slow-degrading natural or polymer yarns or twines woven into a continuous matrix.
- 4. RECP Type 4 (Long Term): Functional longevity of 36 months and classified as follows: Erosion control blankets and open weave textiles, consisting of processed slow- degrading natural or polymer fibers, mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix, or an open weave textile composed of processed slow-degrading natural or polymer yarns or twines woven into a continuous matrix.

**B. Properties and Performance:**

1. Testing performed according to the ECTC's Testing Procedures for Rolled Erosion Control Products. Verify manufacturer's test results by independent testing.
2. Material properties meeting the Erosion Control Technology Council's (ECTC) Standard Specifications for Rolled Erosion Control Products as follows:

| Classification | Slope Application | Channel Application      | Min. Tensile Strength |
|----------------|-------------------|--------------------------|-----------------------|
|                | Max. Grade*       | Permissible Shear Stress |                       |
| RECP Type 1.A  | 5:1 (H:V)         | 0.25 lb/ft <sup>2</sup>  | 5 lb/ft               |
| RECP Type 1.B  | 4:1 (H:V)         | 0.50 lb/ft <sup>2</sup>  | 5 lb/ft               |
| RECP Type 1.C  | 3:1 (H:V)         | 1.50 lb/ft <sup>2</sup>  | 50 lb/ft              |
| RECP Type 1.D  | 2:1 (H:V)         | 1.75 lb/ft <sup>2</sup>  | 75 lb/ft              |
| RECP Type 2.A  | 5:1 (H:V)         | 0.25 lb/ft <sup>2</sup>  | 5 lb/ft               |
| RECP Type 2.B  | 4:1 (H:V)         | 0.50 lb/ft <sup>2</sup>  | 5 lb/ft               |
| RECP Type 2.C  | 3:1 (H:V)         | 1.50 lb/ft <sup>2</sup>  | 50 lb/ft              |
| RECP Type 2.D  | 2:1 (H:V)         | 1.75 lb/ft <sup>2</sup>  | 75 lb/ft              |
| RECP Type 3.A  | 5:1 (H:V)         | 0.25 lb/ft <sup>2</sup>  | 25 lb/ft              |
| RECP Type 3.B  | 1.5:1 (H:V)       | 2.00 lb/ft <sup>2</sup>  | 100 lb/ft             |
| RECP Type 4    | 1:1 (H:V)         | 2.25 lb/ft <sup>2</sup>  | 125 lb/ft             |

\*Product tested according to ECTC Test Method No. 2 and meeting the ECTC Standard Specifications for "C" factor.

- C. RECP Anchors: Stakes or staples as recommended by manufacturer, with a minimum length of 6 inches.

**2.06 WATTLES**

- A. Netting: Open weave, degradable netting. Nominal diameter of 9 inches, or as specified.
- B. Fill Material: Straw, wood excelsior, coir, or other natural materials approved by the Engineer.
- C. Stakes: 1 inch by 1 inch (minimum) wooden stakes, or stakes of equivalent strength.

**2.07 CHECK DAMS**

- A. Synthetic Permeable Check Dam (HDPE):
  1. Ditch Berm:
    - a. Installed height of 9 to 10 inches.
    - b. Manufactured check dam constructed from sheets of perforated, UV-stabilized High Density Polyethylene (HDPE).

- c. Perforations of 30 to 40% open area.
- 2. RECP for Permeable Check Dam (when specified): RECP Type 4, 4 feet wide.
- 3. Anchors: As recommended by the manufacturer.
- B. Triangular Foam Check Dam: Triangular-shaped device with a height of 8 to 10 inches and a base of 16 to 20 inches.
  - 1. Inner Support Material: Urethane foam.
  - 2. Outer Cover: Woven geotextile material shaped to fit around the inner support material, extending 2 to 3 feet beyond the bottom edge of the triangular-shaped inner support.
  - 3. Length: 7 feet.
  - 4. Aggregate: Erosion stone complying with Iowa DOT Article 4130.04.
  - 5. Engineering Fabric: Comply with Section 9040, 2.18.

## **2.08 LEVEL SPREADERS**

- A. Provide 2 inch by 8 inch (minimum) pressure-treated timber of the length specified.
- B. Use timbers that are relatively straight and have a minimum length of 5 feet each.

## **2.09 RIP RAP**

- A. Class A Revetment: Comply with Iowa DOT Section 4130.
- B. Class B Revetment: Comply with Iowa DOT Section 4130.
- C. Class D and E Revetment: Comply with Iowa DOT Section 4130.
- D. Erosion Stone: Comply with Iowa DOT Section 4130.

## **2.10 TEMPORARY PIPE SLOPE DRAINS**

- A. PVC, HDPE, and metal pipes as specified in Section 4020, 2.01.
- B. HDPE, Type C (corrugated interior).
- C. All pipes listed are allowed for use within the right-of-way.

## **2.11 SEDIMENT BASIN OUTLET STRUCTURES**

- A. Base: Class C concrete unless otherwise specified in the contract documents.
- B. Riser: CMP complying with Section 4020; diameter as specified in the contract documents.
- C. Dewatering Device:
  - 1. Drill holes in the riser of the number, diameter, and at the elevation specified in the contract documents.
  - 2. 1/4 inch by 1/4 inch or 1/2 inch by 1/2 inch wire mesh for hardware cloth.

- D. Barrel: CMP complying with Section 4020; diameter as specified in the contract documents.
- E. Anti-Vortex Device: CMP complying with Section 4020; diameter according to Figure 9040.116 and riser diameter as specified in the contract documents.
- F. Anti-Seep Collar:
  - 1. Corrugated metal sheet of same material and gage as barrel section.
  - 2. Size according to Figure 9040.117.

## **2.12 SEDIMENT TRAPS**

- A. Erosion Stone: Comply with Section 9040, 2.09.
- B. Engineering Fabric: Comply with Section 9040, 2.20.

## **2.13 SILT FENCE**

- A. Fabric: Comply with Iowa DOT Article 4196.01.
- B. Posts: 4 foot minimum steel (T-section) weighing at least 1.25 pounds per foot, exclusive of anchor plate. Painted posts are not required.
- C. Fastener: Wire or plastic ties with a minimum tensile strength of 50 pounds.

## **2.14 STABILIZED CONSTRUCTION ENTRANCE**

- A. Entrance Stone: Comply with Iowa DOT Section 4122, Gradation 13, Macadam crushed stone.
- B. Subgrade Stabilization Material: Use woven, UV-stabilized geotextile with a minimum tensile strength of 135 lb/ft.

## **2.15 DUST CONTROL**

- A. Water: Use potable water or water from a source approved by the engineer.
- B. Calcium Chloride: Comply with Iowa DOT Article 4194.01.
- C. Lignosulfonate (Tree Sap): Use a commercially-available product with known lignin content.
- D. Soapstock (Soybean Oil):
  - 1. Use a commercially-available, undiluted, soybean oil soapstock emulsion.
  - 2. Comply with manufacturer's recommendations for storage, transportation, temperature, and application equipment requirements.

## **2.16 EROSION CONTROL MULCH**

- A. Conventional Mulch:
  - 1. Use dry cereal straw (oats, wheat, barley, or rye) or native grass straw.
  - 2. Use material that is free of noxious weeds, seed-bearing stalks, or roots, and will be inspected and approved by the Engineer prior to use.
  - 3. Other materials, subject to the approval of the Engineer, may be used.

**B. Hydromulch:**

1. Wood Cellulose Mulch: Comply with Section 9010, 2.07.
2. Bonded Fiber Matrix (BFM): Comply with Section 9010, 2.07.
3. Mechanically Bonded Fiber Matrix (MBFM): See Section 9010, 2.07.

**2.17 TURF REINFORCEMENT MATS (TRM)****A. Material Classification:**

1. TRM Type 1: Use a TRM that is constructed of a web of mechanically or melt-bonded polymer netting, monofilaments, or fibers that are entangled to form a strong and dimensionally stable mat. Bonding methods include polymer welding, thermal or polymer fusion, or the placement of synthetic fibers between two high-strength, biaxially-oriented nets, mechanically bound by parallel stitching with polyolefin thread. Products may contain a degradable component.
2. TRM Type 2 and 3: Use a TRM that is constructed of a web of mechanically or melt-bonded polymer netting, monofilaments, or fibers that are entangled or woven to form a strong and dimensionally stable mat. Non-woven bonding methods include polymer welding, thermal or polymer fusion, or the placement of fibers between two high-strength, biaxially oriented nets, mechanically bound by parallel stitching with polyolefin thread. Use only components that are 100% synthetic and resistant to biological, chemical, and ultraviolet degradation.
3. TRM Type 4: Use a high performance/survivability TRM that is composed of monofilament yarns woven into a resilient uniform configuration. Use a mat that has a matrix that exhibits very high interlock and reinforcement capacities with both soil and root systems and demonstrate a high tensile modulus. TRMs manufactured from discontinuous or loosely held together by stitched or glued, netting, or composites are not allowed in this category. Use only components that are 100% synthetic and resistant to biological, chemical, and ultraviolet degradation. Use this category when field conditions exist with high loading and/or high survivability requirements.

B. Properties and Performance: Meet the minimum material and performance requirements contained in the following table:

|             | Property <sup>1</sup>                                       | Test Method | Type 1                  | Type 2                  | Type 3                  | Type 4                  |
|-------------|-------------------------------------------------------------|-------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Material    | Thickness                                                   | ASTM D 6525 | 0.25 in                 | 0.25 in                 | 0.25 in                 | 0.25 in                 |
|             | Tensile Strength <sup>2</sup>                               | ASTM D 6818 | 125 lb/ft               | 240 lb/ft               | 750 lb/ft               | 3,000 lb/ft             |
|             | UV Resistance <sup>3</sup>                                  | ASTM D 4355 | 80% @ 500 hrs           | 80% @ 1,000 hrs         | 80% @ 1,000 hrs         | 90% @ 3,000 hrs         |
| Performance | Maximum Shear Stress <sup>4</sup><br>(Channel Applications) | ASTM D 6460 | 7 lb/ft <sup>2</sup>    | 10 lb/ft <sup>2</sup>   | 12 lb/ft <sup>2</sup>   | 15 lb/ft <sup>2</sup>   |
|             | Maximum Slope Gradient<br>(Slope Applications)              | N/A         | 1:1 (H:V)<br>or flatter | 1:1 (H:V)<br>or flatter | 1:1 (H:V)<br>or greater | 1:1 (H:V)<br>or greater |

1 For TRMs containing degradable components, all values must be obtained on the non-degradable portion of the matting.

2 Minimum Average Roll Values, machine direction only.

3 Tensile strength of structural components retained after UV exposure.

4 Minimum shear stress that fully-vegetated TRM can sustain without physical damage or excess erosion (0.5 in soil loss) during a 30 minute flow event in large scale testing. Acceptable large scale testing protocol includes ASTM D 6460 or independent testing conducted by the Texas Transportation Institute, Colorado State University, Utah State University, or other approved testing facility. Bench scale testing is not acceptable.

## 2.18 INLET PROTECTION

A. Drop-in Intake Protection:

1. Use a manufactured device that is inserted into the intake and is capable of trapping or filtering sediment from runoff prior to entering the storm sewer.
2. All components must be contained entirely below the surface of the intake grate.
3. Incorporate means of emergency outflow to prevent flooding if plugged with sediment.

B. Surface-applied Intake Protection:

1. Use devices or filter socks, placed around or over the intake, that are capable of trapping or filtering sediment from runoff prior to entering the storm sewer.
2. Do not allow the device to completely block or plug the intake, preventing inflow.

## 2.19 FLOW TRANSITION MATS

Comply with the following and Iowa DOT Materials I.M. 469.10.

A. Mat:

1. Constructed of 85% minimum UV resistant material with a maximum ground cover of 80%.

2. Meet the requirements of the following table:

| Property                  | Test Method | Value      |
|---------------------------|-------------|------------|
| Mass/Unit Area (max.)     | ASTM D 6566 | 3 lbs/SF   |
| Minimum Thickness         | ASTM D 6525 | 0.4 inch   |
| Maximum Thickness         | ASTM D 6525 | 1.1 inch   |
| Tensile Strength          | ASTM D 6818 | 550 lbs/ft |
| Minimum Percent Open Area | ASTM D 6567 | 20%        |
| UV Stability              | ASTM D 4355 | 85%        |

B. Anchoring Devices:

1. Furnish bullet tip style anchors made of a metal alloy attached to a wire rope.
2. Anchors capable of withstanding a minimum 300 pounds (136 kg) of pull out resistance in cohesive soils.
3. Wire rope a minimum of 30 inches (762 mm) in length with a minimum breaking strength of at least 300 pounds (136 kg).
4. The top washer a minimum of 3 inches (76 mm) in diameter and constructed of a UV resistant plastic.
5. Each anchor equipped to allow the retightening of the anchor when deemed necessary by the Engineer.

## 2.20 ENGINEERING FABRIC

Comply with Iowa DOT Article 4196.01, B, 3.

## **PART 3 - EXECUTION**

### 3.01 SWPPP PREPARATION

- A. Prepare a SWPPP according to the requirements of the Iowa DNR NPDES General Permit No. 2.
- B. Ensure that controls utilized in the SWPPP conform to the type and quantity of erosion and sediment controls specified in the contract documents.
- C. Submit the completed SWPPP to the Engineer for review and approval prior to filing the Notice of Intent.
- D. Upon approval of the Engineer, file public notices, as required by the NPDES General Permit No. 2.
- E. File the Notice of Intent and fee, as required by the NPDES General Permit No. 2.

### 3.02 SWPPP MANAGEMENT

- A. Coordinate and carry out all requirements of Iowa DNR NPDES General Permit No. 2 and any local ordinance requirements, including:



- B. Update the SWPPP according to the requirements of the NPDES General Permit No. 2.
- C. Revise the SWPPP and implement changes, as necessary, to prevent sediment or hazardous materials from being transported off the site.
- D. Submit all SWPPP revisions to the Engineer for review and approval.
- E. Perform and maintain records of weekly erosion and sediment control site inspections, unless otherwise specified in the contract documents.
- F. Maintain records of transfer of responsibility under the NPDES General Permit No. 2.
- G. Retain all records on-site, or as required by the NPDES General Permit No. 2.
- H. After final stabilization, file a Notice of Discontinuation, according to the NPDES General Permit No. 2.
- I. Provide all records and documentation to the Engineer upon completion of the project. Retain a copy of all records for the period required under the Permit.
- J. Continue to perform the work required under this item throughout the duration of the project, and until final stabilization is achieved and a Notice of Discontinuation is filed.

### **3.03 EROSION AND SEDIMENT CONTROL INSPECTION**

- A. Perform inspections according to and at frequency required by the Iowa DNR NPDES General Permit No. 2.
- B. Schedule necessary maintenance or improvements for items that are included in the contract documents.
- C. Notify the Engineer immediately of situations requiring attention beyond that provided for in the contract documents.
- D. Provide copies of the inspection reports to the Engineer.

### **3.04 EQUIPMENT**

Comply with Iowa DOT Article 2601.03.

### **3.05 COMPOST BLANKETS (Figure 9040.101)**

- A. Loosen the ground surface to a minimum depth of 1 inch.
- B. Evenly spread compost, as specified in the contract documents, or as directed by the Engineer.
- C. Divert concentrated flows away from the slope.
- D. Do not operate heavy equipment over the compost blanket after placement, or throughout the required period of protection.
- E. Inspect the ground under the blanket at regular intervals for signs of erosion.

**3.06 FILTER BERMS (Figure 9040.102)**

- A. Install filter berm along the contour as specified in the contract documents, or as directed by the Engineer.
- B. Turn the ends of the filter berm uphill to prevent runoff from flowing around the end of the berm.
- C. When a vegetated berm is specified, apply seed to the surface of the berm.
- D. Replace the berm when sediment accumulation reaches one-half of the height of the berm.

**3.07 FILTER SOCKS (Figure 9040.102)**

- A. Installation:
  - 1. Fill mesh filter sock with filler material to the size and length specified in the contract documents.
  - 2. Place the filter sock along the contour as specified in the contract documents, or as directed by the Engineer.
  - 3. Construct a “J-hook” at each end of a continuous run of filter sock, by turning the end of the sock uphill, as necessary to prevent runoff from flowing around the ends when water behind the sock ponds up to a level even with the top of the sock.
  - 4. Drive stakes into the ground at a maximum spacing of 10 feet, and as required to secure the sock and prevent movement.
  - 5. Repair or replace non-functioning filter socks that allow water to flow under the sock, are torn, or are otherwise damaged, due to inadequate installation.
  - 6. Remove filter material from damaged socks that are located along streambanks, around intakes, in ditches, or in other locations where the material may be carried to surface waters.
- B. Removal: When specified in the contract documents, or as directed by the Engineer; remove the filter sock upon completion of the project, and after final stabilization is achieved; or as indicated in the SWPPP, if applicable.
  - 1. Upon completion of the project, completely remove socks and filter material that are located along streambanks, around intakes, in ditches, or in other locations where the filter material may be carried to surface waters if the sock degrades and/or tears.
  - 2. Slice the sock longitudinally. Remove and dispose of the filter sock material and stakes.
  - 3. Spread the filter material and accumulated sediment to match finished grade and to ensure proper drainage.

4. If the site has been brought to finished grade and prepared for permanent seeding, spread and incorporate the filter material into the surface by tilling, or as required to break up any large particles and provide a finished surface suitable for permanent seeding.

C. Replacement:

1. When accumulated sediment reaches a level one-half the height of the sock, or when the sock becomes clogged with sediment and no longer allows runoff to flow through, remove the sock as described above, and replace according to the installation instructions above.
2. At the Engineer's option, the existing filter sock and accumulated sediment may be left in place, and a new filter sock installed up-slope from the existing filter sock.

**3.08 TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP) (Figures 9040.103 and 9040.104)**

Install temporary RECPs according to the manufacturer's published installation recommendations, subject to the following minimum requirements:

A. Slope Application:

1. Grade and smooth surface. Remove all rocks, clods, vegetation, or other obstructions that will prevent direct contact between the RECP and the soil surface.
2. When specified, prepare seedbed and place seed and fertilizer according to Section 9010 prior to placing RECP.
3. Install anchor trench at top of slope. Seed and fertilize trench after backfill and compaction, if seeding is specified.
4. Unroll the RECP down or horizontally across the slope.
5. Place consecutive blankets down the slope end-over-end, shingle style.
6. Overlap ends of consecutive rolls a minimum of 3 inches, and install anchors at a maximum spacing of 18 inches along all overlaps.
7. Overlap edges of adjacent rolls a minimum of 2 inches.
8. Install anchors at edge seams between rows.

B. Channel/Ditch Application:

1. When specified, prepare seedbed and place seed and fertilizer according to Section 9010, prior to placing RECP.
2. Place end of first roll in the anchor slot at the center of the upstream channel and secure with anchors.
3. Position adjacent rolls in the anchor slot, overlapping adjacent rolls a minimum of 3 inches.

4. Place backfill material in anchor slot and compact. Unroll RECP over compacted slot and secure with anchors.
5. Unroll RECP downstream. Maintain a minimum 3 inch overlap between adjacent rolls. Secure edge lap with anchors.
6. Install intermittent staple check slots every 30 feet.
7. Construct end lap at end of roll and beginning of new roll. Overlap roll ends with upstream RECP on top.
8. Excavate longitudinal trench along both sides of the channel at the outside edges of installation. Place outer edges of RECP into longitudinal slot. Install anchors, place backfill material, and compact.
9. Terminate installation at downstream end with staple check.
10. Install anchors in a regular pattern over entire area covered according to manufacturer's published recommendations (minimum three anchors per square yard).

### **3.09 WATTLES (Figure 9040.105)**

#### **A. Installation:**

1. Construct a shallow trench, 2 to 4 inches deep, matching the width and contour of the wattle.
2. Install wattle along contour of slope.
3. Turn ends of wattle uphill to prevent water from flowing around ends.
4. Place and compact excavated soil against the wattle, on the uphill side.
5. Drive stakes through the center of the wattle, into the ground at a maximum spacing of 4 feet along the length of the wattle, and as needed to secure the wattle and prevent movement.
6. Abut ends of adjacent wattles tightly. Wrap joint with a 36 inch wide section of silt fence and secure with stakes.

#### **B. Removal: When specified in the contract documents, or as directed by the Engineer, remove the wattle upon completion of the project, and after final stabilization is achieved; or as indicated in the SWPPP, if applicable.**

#### **C. Completely remove the wattle netting, filler material, and stakes.**

#### **D. Spread the accumulated sediment to match finished grade and to ensure proper drainage.**

#### **E. When allowed by the Engineer, the wattle netting may be sliced open and the filler material spread out over the ground. Removal of netting and stakes and spreading of sediment is still required.**

**F. Replacement:**

1. When accumulated sediment reaches a level one-half the height of the wattle, or when the wattle becomes clogged with sediment and no longer allows runoff to flow through, remove the wattle as described above, and replace according to the installation instructions above.
2. At the Engineer's option, the existing wattle and accumulated sediment may be left in place, and a new wattle installed up-slope from the existing wattle.

**3.10 CHECK DAMS (Figure 9040.106)****A. Synthetic Permeable Check Dam (HDPE):**

1. Install according to the manufacturer's recommendations.
2. When specified, provide an RECP under the check dam, installed according to the manufacturer's recommendations.

**B. Triangular Foam Check Dam: Install according to the manufacturer's recommendations.****C. Rock Check Dam: Construct according to Figure 9040.107.****D. Removal: When specified in the contract documents, or as directed by the Engineer, remove check dams upon completion of the project, and after final stabilization is achieved; or as indicated in the SWPPP, if applicable.**

1. Remove the check dam and dispose of materials, or salvage to the contractor.
2. Remove the accumulated sediment or spread to match finished grade; ensure proper drainage.
3. Stabilize the area disturbed by removal operations.

**3.11 TEMPORARY EARTH DIVERSION STRUCTURES (Figure 9040.108)**

- A. Ensure positive drainage along the diversion toward the outlet area.
- B. Adequately compact fill to prevent failures or seepage.
- C. Outlet the diversion to undisturbed and/or stabilized areas only.
- D. Stabilize the surface of the earth diversion with temporary erosion control seeding, as specified in Section 9010.

**3.12 LEVEL SPREADERS (Figure 9040.109)**

- A. Butt multiple timbers together, as necessary to provide the required length.
- B. Ensure the spreader is installed level in all directions. Adjust as necessary during construction to maintain spreader in a level condition.
- C. Excavate a depression behind the spreader to the depth specified in the contract documents. The depression may be over-excavated up to 1 foot to provide an area for sediment accumulation.
- D. Grade as required to prevent flow around the ends of spreader.

- E. Remove the accumulated sediment from the depression when the depth is reduced below that specified in the contract documents.

### **3.13 RIP RAP (Figures 9040.110 and 9040.111)**

Install rip rap (revetment stone or erosion stone) as shown on ~~Figures 9040.110 and 9040.111~~ Marshalltown's Standard Detail for Typical Slope Riprap Repair Details.

### **3.14 TEMPORARY PIPE SLOPE DRAINS (Figure 9040.112)**

- A. Place slope drain on undisturbed soil or well compacted fill.
- B. Carefully compact cohesive soils around inlet ends of the drain in 6 inch lifts.
- C. Discharge slope drain to a stable outlet or to a sediment retention device.

### **3.15 SEDIMENT BASIN OUTLET STRUCTURES (Figures 9040.113 and 9040.114)**

- A. Concrete Base: Construct the concrete base and anchor riser section, as shown on Figure 9040.115.
- B. Dewatering Device:
  - 1. Drill holes in the riser section. The number, diameter, and configuration will be specified in the contract documents.
  - 2. Wrap the perforated section of the riser pipe with metal hardware cloth.
- C. Anti-vortex Device: If required by the contract documents, firmly attach the cylinder to the top of the riser by welding or other means. Comply with Figure 9040.116.

### **3.16 ANTI-SEEP COLLAR (Figure 9040.117)**

- A. General: Place backfill material and compact over-excavation areas to a minimum of 95% Standard Proctor Density per Section 3010.
- B. Concrete Collar:
  - 1. Place collars a minimum of 2 feet from pipe joints.
  - 2. Provide Class C concrete per Section 6010.
- C. CMP Collar:
  - 1. Provide collar of same gage as the pipe barrel on which it is used.
  - 2. Paint or tag unassembled collars to identify matching pairs.
  - 3. Furnish each collar with two 1/2 inch diameter rods with tank lugs for connecting collars to pipe.
  - 4. Install collar with corrugations vertical.
  - 5. Seal the tap between the two half sections and between the pipe and connecting band with a bituminous jointing compound at the time of installation.

**3.17 SEDIMENT TRAPS (Figure 9040.118)**

Construct the storage area to the size and elevations specified in the contract documents.

**3.18 SILT FENCES (Figure 9040.119)****A. Installation:**

1. Install material along the contour of the ground, as specified in the contract documents, or as directed by the Engineer.
2. Install silt fence with a mechanical soil slicing machine that creates a slit in the ground while simultaneously installing the fabric. The trenching method may be used when situations will not allow soil slicing, as determined by the Engineer.
3. Construct a “J-hook” at each end of a continuous run of silt fence, by turning the end of the silt fence uphill, as necessary to prevent runoff from flowing around ends when water behind the fence ponds to a level even with the top of the fence.
4. Insert 12 inches of fabric to a minimum depth of 6 inches (fabric may be folded below the ground line).
5. Compact installation by driving along each side of the silt fence, or by other means, as necessary to adequately secure the fabric in the ground, to prevent pullout and water flow under the fence.
6. Drive steel posts into the ground alongside the silt fence, to a minimum depth of 20 inches, unless otherwise specified by the Engineer. Space posts as shown on Figure 9040.119 or as required to adequately support silt fence.

**B. Maintenance:** Repair or replace non-functioning silt fence that allows water to flow under the fence, is torn, or is otherwise damaged, due to inadequate installation, at no additional cost to the Contracting Authority.**C. Removal:**

1. Remove the silt fence upon final stabilization of the project area, or according to the staging indicated in the SWPPP.
2. Remove and dispose of silt fence and posts.
3. Remove sediment or spread to match finished grade; ensure proper drainage.
4. Stabilize the area disturbed by removal operations.

**D. Replacement:**

1. When accumulated sediment reaches a level one-half the height of the fence, remove the silt fence as described above, and replace according to the installation instructions above.
2. At the Engineer’s option, the existing silt fence and accumulated sediment may be left in place, and a new silt fence installed up-slope from the existing silt fence.

3. When allowed by the Engineer, the existing silt fence may be left in place and the accumulated sediment removed to the original ground line and within 6 inches of the silt fence. Carefully inspect the existing silt fence for structural integrity and signs of undermining. Make any necessary repairs.

### **3.19 STABILIZED CONSTRUCTION ENTRANCE (Figure 9040.120)**

- A. Install a stabilized construction entrance at all locations where construction traffic leaving the site presents the potential for sediment track-out.
- B. Remove vegetation and excavate soft soils from entrance area. Thoroughly compact subgrade prior to placing stone.
- C. Install culvert under entrance if necessary to maintain drainage.
- D. Grade entrance to prevent runoff from flowing onto street. Direct all runoff from entrance to a sediment retention device.
- E. When specified, install subgrade stabilization fabric prior to placing crushed stone.
- F. Install layer of crushed stone to the thickness (6 inches minimum) and dimensions specified in the contract documents.
- G. Remove the accumulated sediment and install new stone, as required to prevent track-out.

### **3.20 DUST CONTROL**

- A. Water: Apply frequent light watering to ground surface, as required to control dust.
- B. Calcium Chloride: Apply according to Iowa DOT Section 2314.
- C. Lignosulfonate (Tree Sap):
  1. Loosen the top 1 to 2 inches of the roadway surface.
  2. Apply solution with a 50% residual concentration, at a rate of 0.50 gal/yd<sup>2</sup>, to deliver a 25% residual. For diluted solutions, increase the application rate, as required, to deliver an equivalent 25% residual.
  3. Allow product to penetrate through the loosened material.
  4. Tight-blade road surface.
- D. Soapstock (Soybean Oil):
  1. Loosen the top 1 to 2 inches of the roadway surface.
  2. Apply undiluted soapstock at a rate of 0.70 gal/yd<sup>2</sup>.
  3. Allow product to penetrate through the loosened material.
  4. Tight-blade road surface.



### **3.21 EROSION CONTROL MULCHING**

#### **A. Conventional Mulching:**

1. Use conventional mulching when the surface cannot be stabilized by seeding, due to season or ground conditions.
2. Uniformly distribute mulch over the required areas, at a rate of 2 tons/acre for dry cereal straw, or 2.5 tons/acre for prairie hay.
3. Work the mulch into the soil with a mulch tucker, designed to anchor the mulch into the soil, by means of dull blades or disks.

#### **B. Hydromulching:**

1. Place mulch and tackifier (if applicable) in equipment specifically manufactured for hydraulic mulching.
2. Mix materials with fresh, potable water using a combination of re-circulation through the equipment's pump and mechanical agitation to form a homogeneous slurry.
3. If necessary, dampen any dry, dusty soil as required to prevent balling of the material during application.
4. Apply hydromulch in multiple layers from opposing directions, where possible.
5. Apply the slurry evenly over all specified areas, at the minimum component material rates specified:
  - a. Wood Cellulose Mulch:
    - 1) Mulch: Minimum 3,000 lb/acre dry weight.
    - 2) Tackifier: Minimum 50 lb/acre.
  - b. Bonded Fiber Matrix: Minimum 3,000 lb/acre dry weight.
  - c. Mechanically Bonded Fiber Matrix: Minimum 3,000 lb/acre dry weight.
6. Retain and count empty bags of mulch to ensure final application rate.

### **3.22 TURF REINFORCEMENT MATS**

Install according to the manufacturer's published installation literature for the product specified and application (slope or channel).

### **3.23 SURFACE ROUGHENING**

#### **A. Directional Tracking:**

1. Do not use on slopes steeper than 3:1.
2. Operate tracked equipment up and down exposed slope to create ridges perpendicular to the slope.
3. Continue operation until the entire surface has been tracked.

**B. Grooving/Furrowing:**

1. May be used on all slopes.
2. Use rippers, disks, harrows, chisel plows, or other equipment capable of operating on the slope and creating grooves a maximum of 15 inches apart and 3 inches deep.
3. Operate equipment along the contour of the slope to create grooves that are perpendicular to the slope.
4. Perform over all exposed slopes as specified.

**3.24 INLET PROTECTION**

- A. Install inlet protection devices according to the manufacturer's recommendations.
- B. Remove the accumulated sediment, as required to maintain the inlet protection device in working order. Remove any accumulated sediment from streets open to traffic if it encroaches into the traveled roadway.

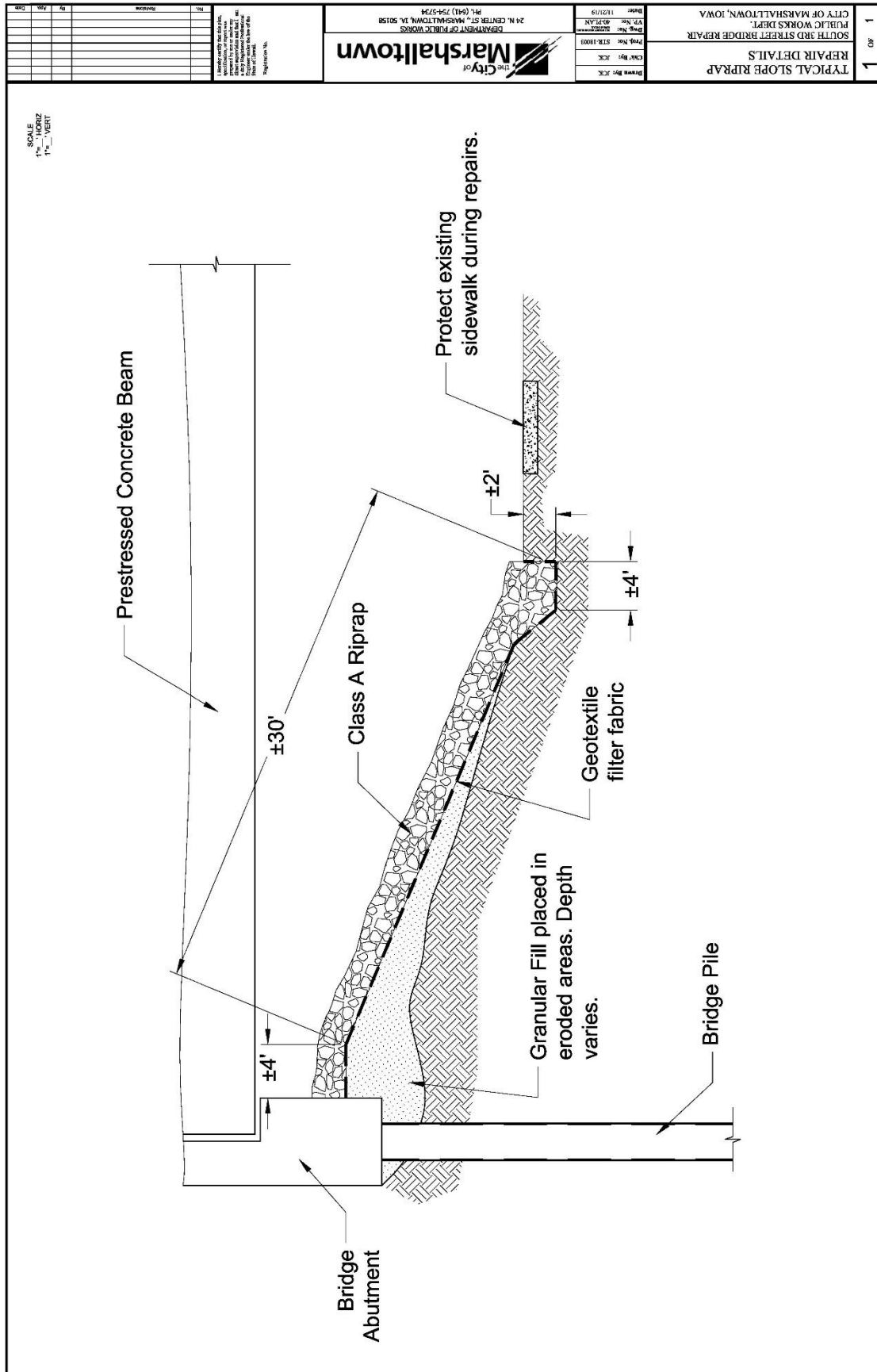
**3.25 FLOW TRANSITION MATS**

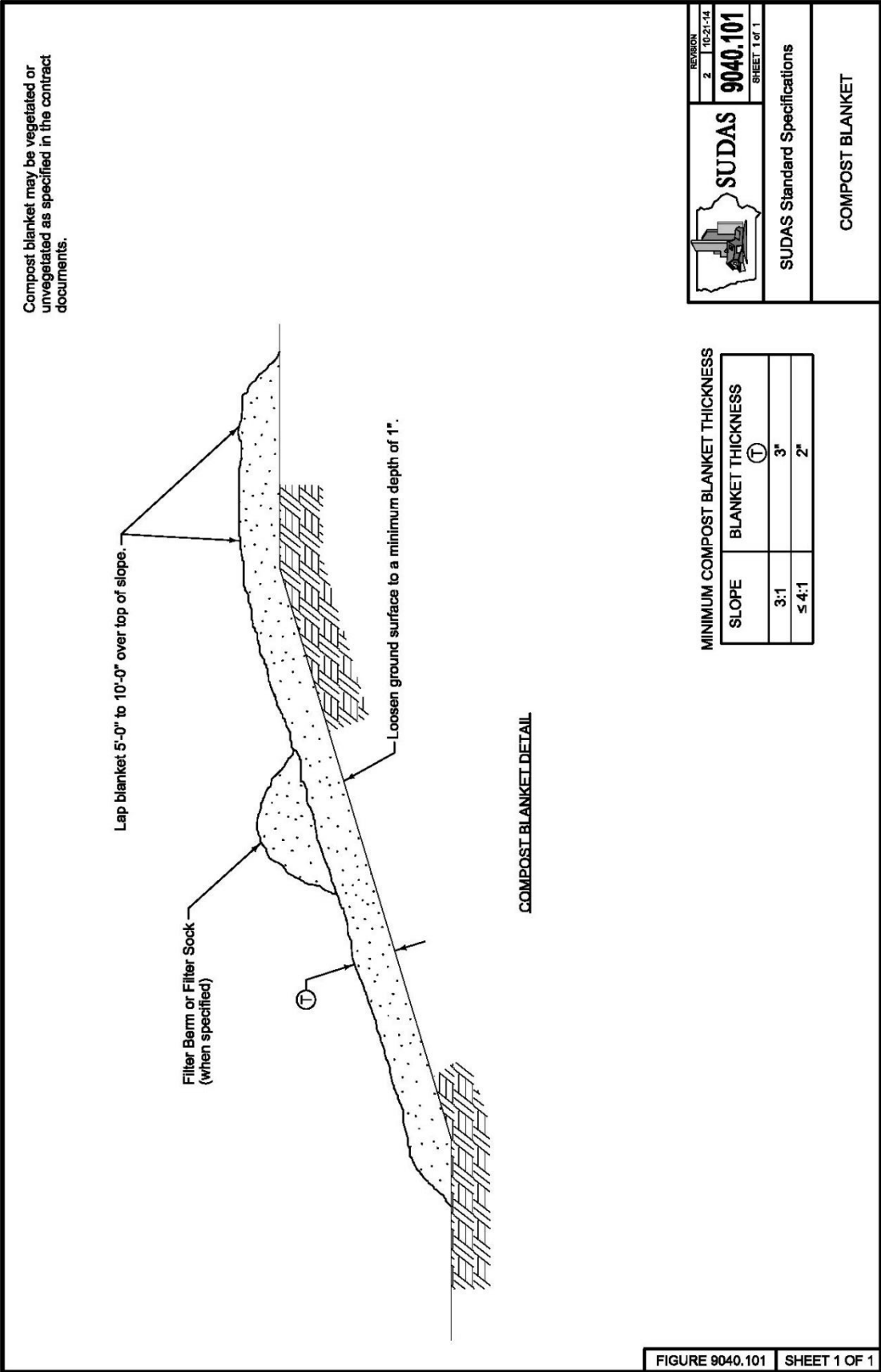
Install according to the manufacturer's published recommendations.

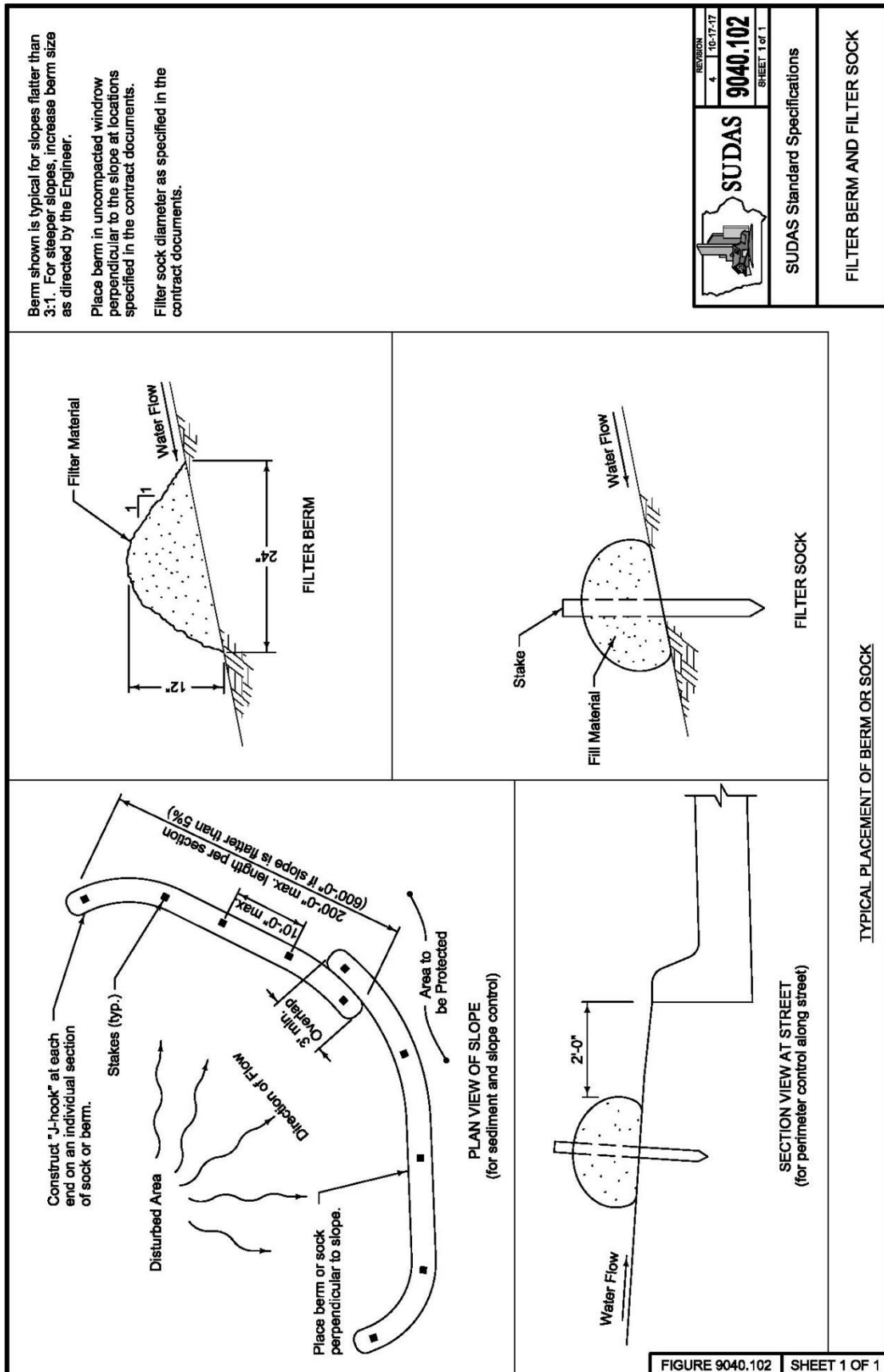
**3.26 TEMPORARY EROSION CONTROL SEEDING**

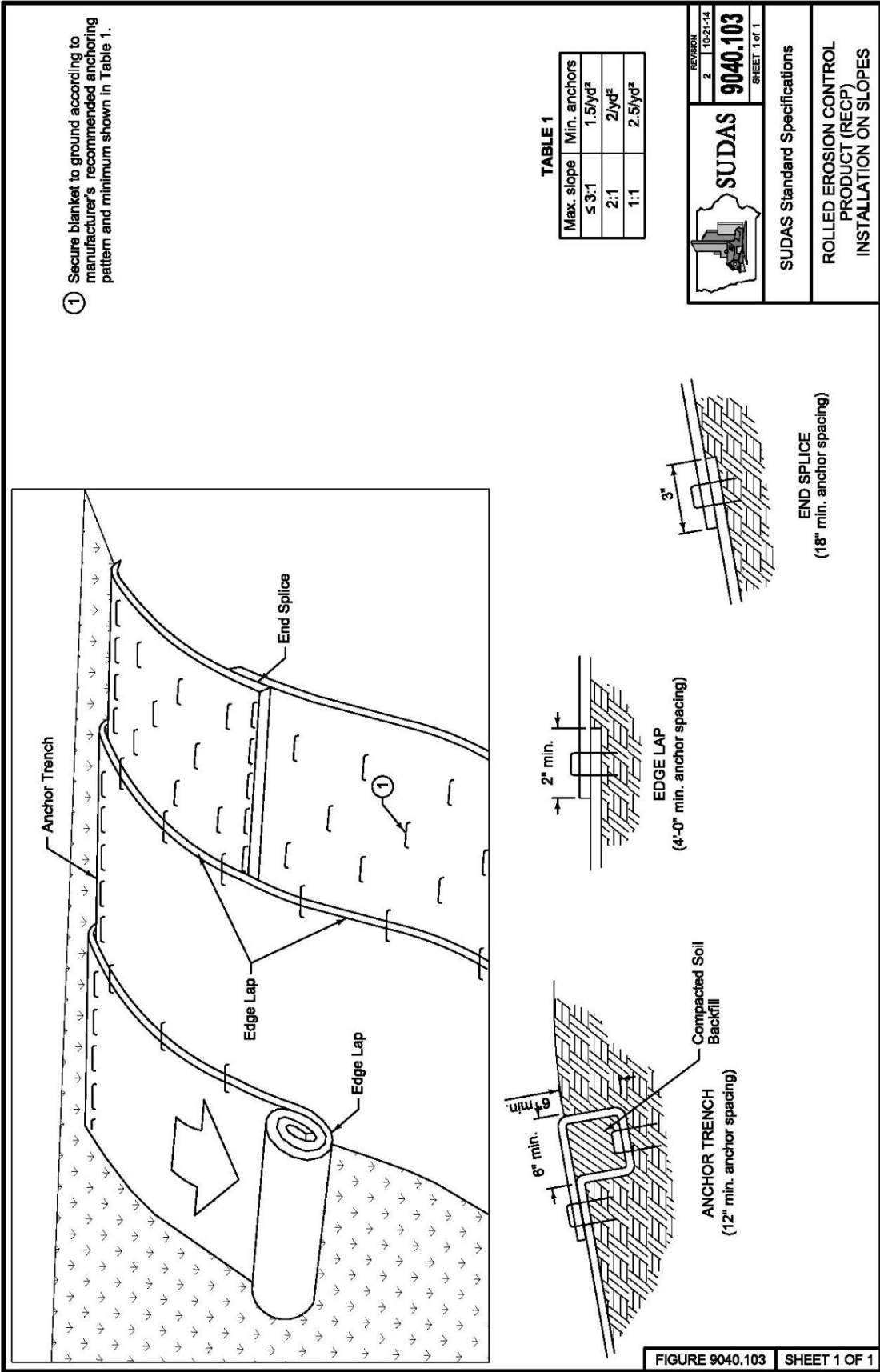
Comply with Section 9010.

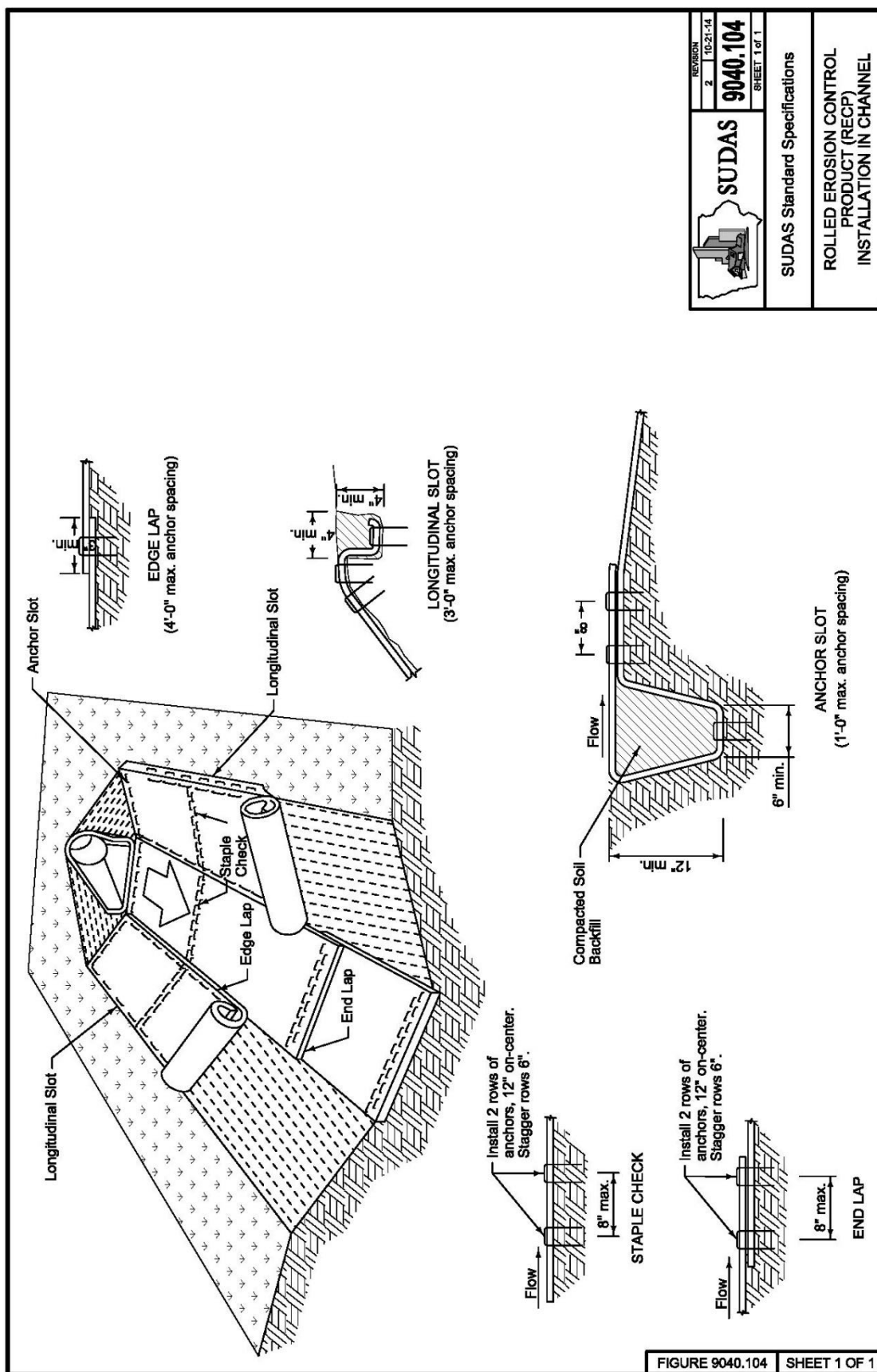
END OF SECTION

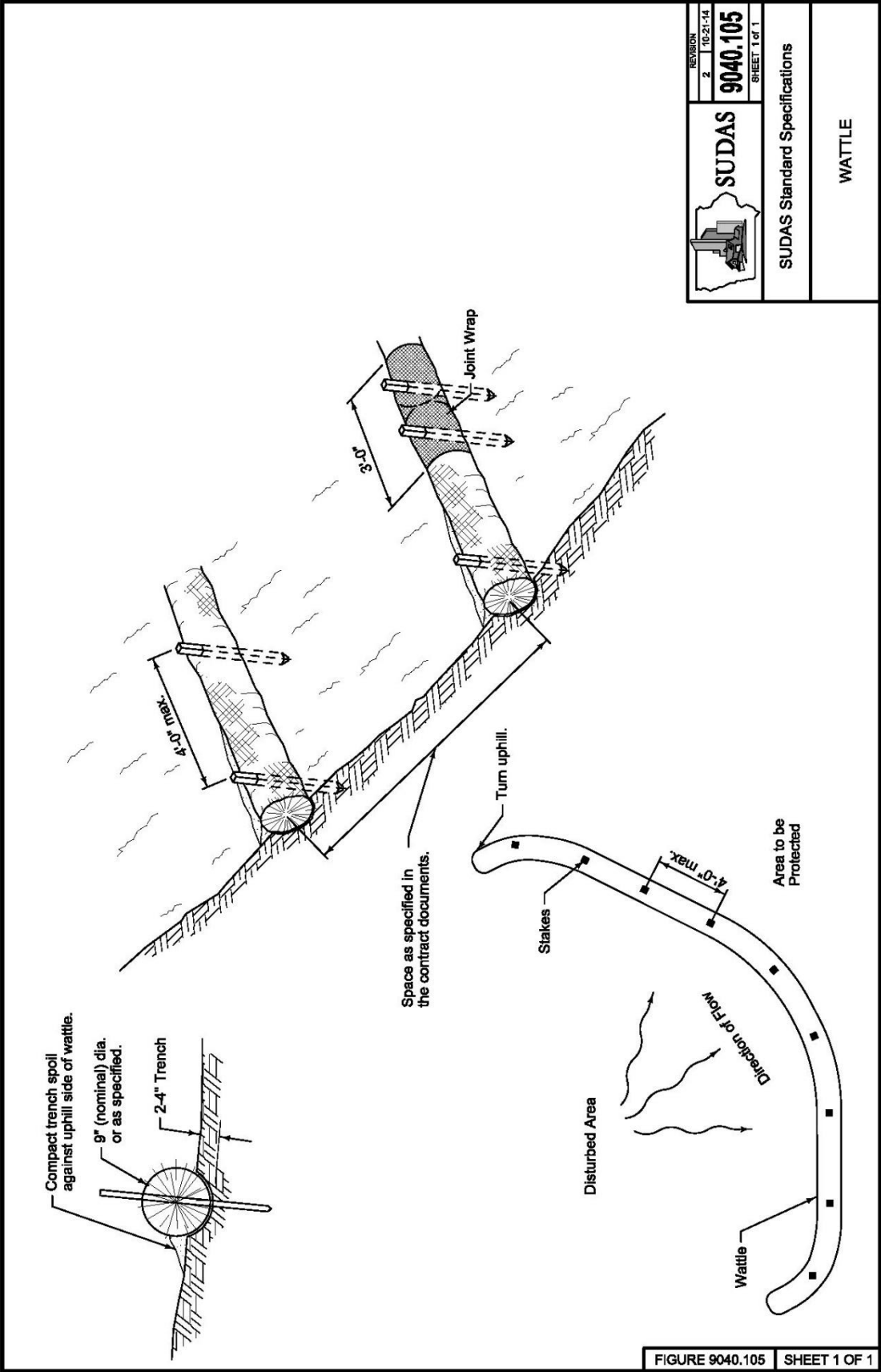




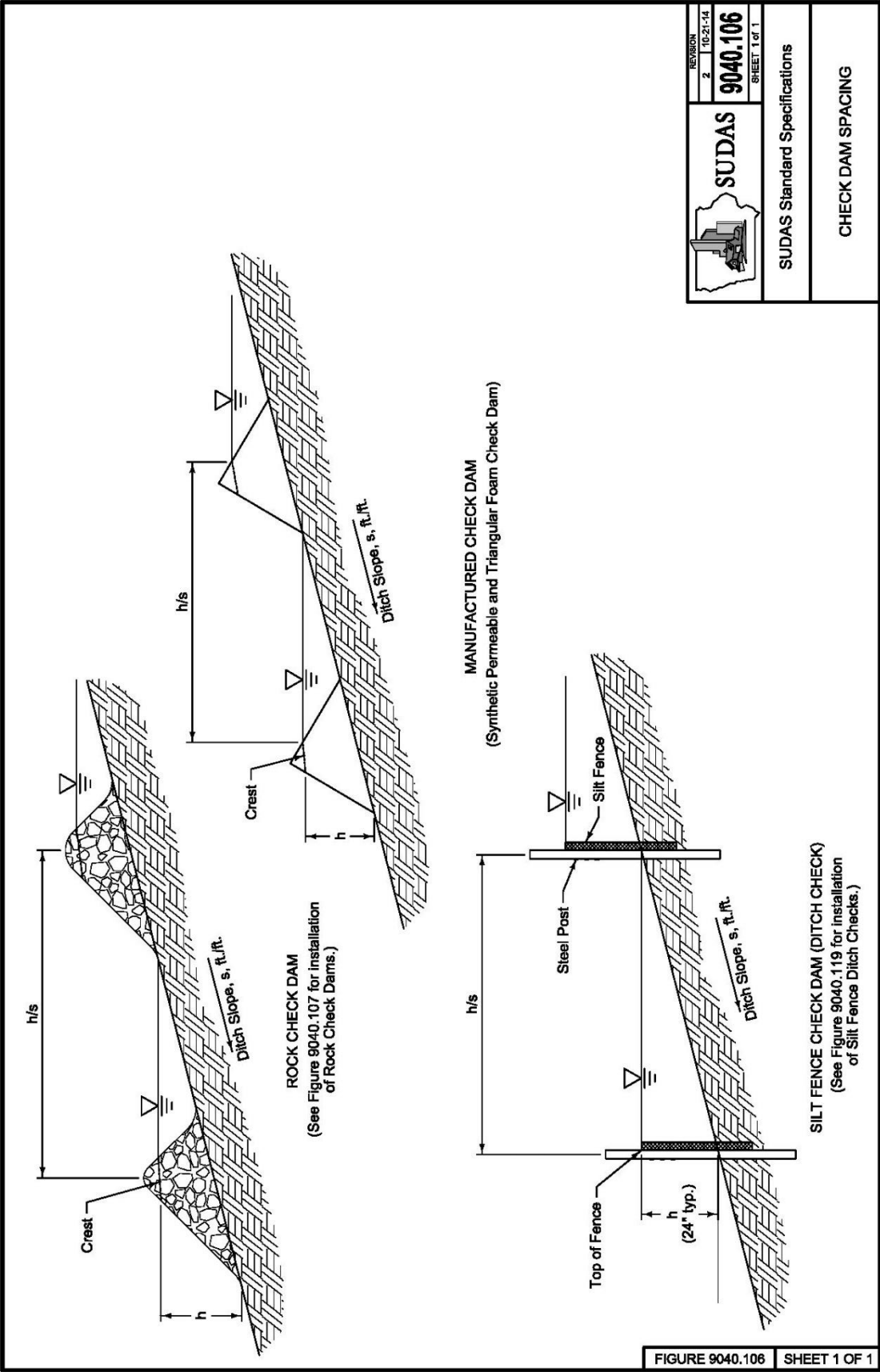


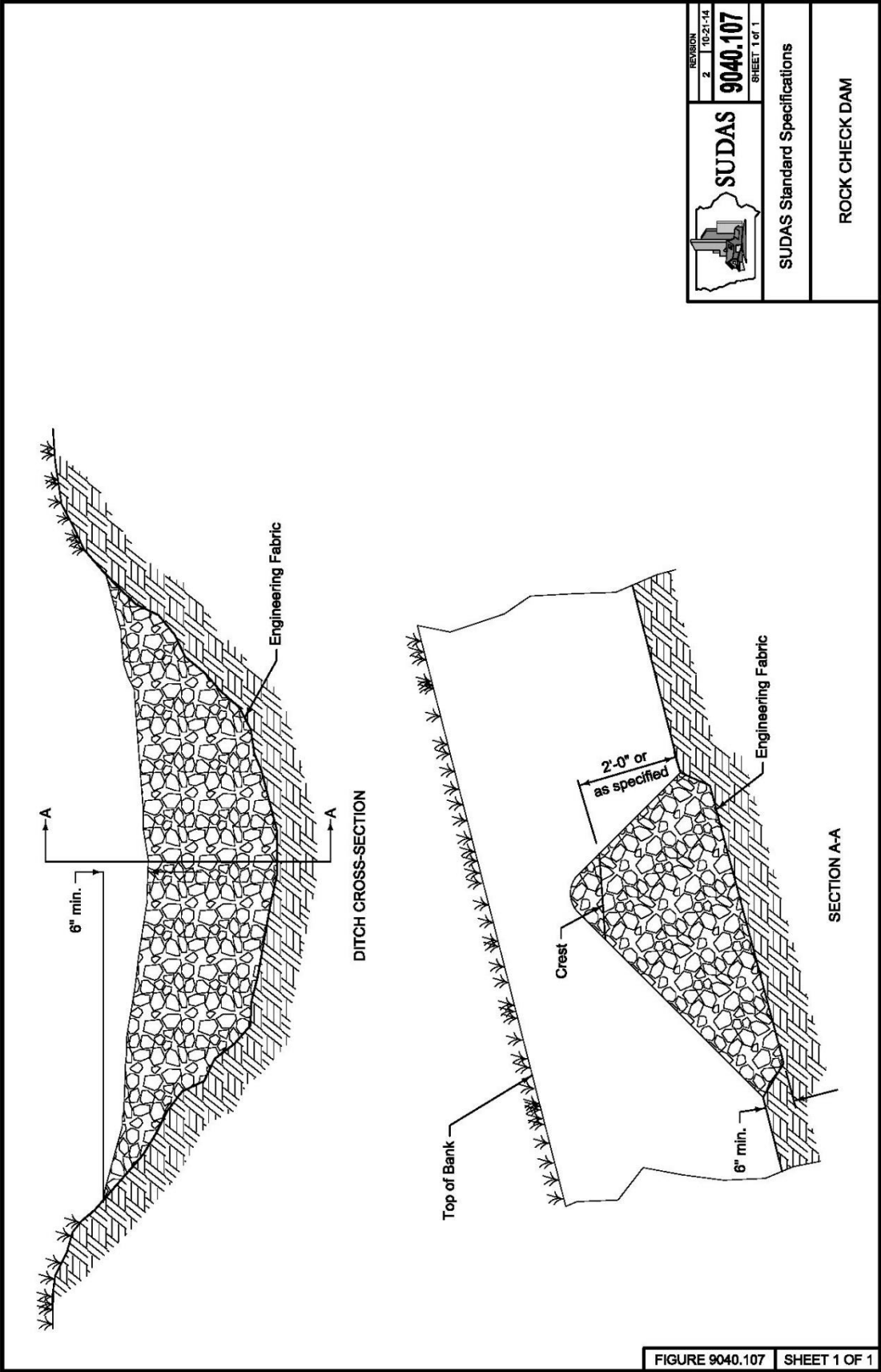


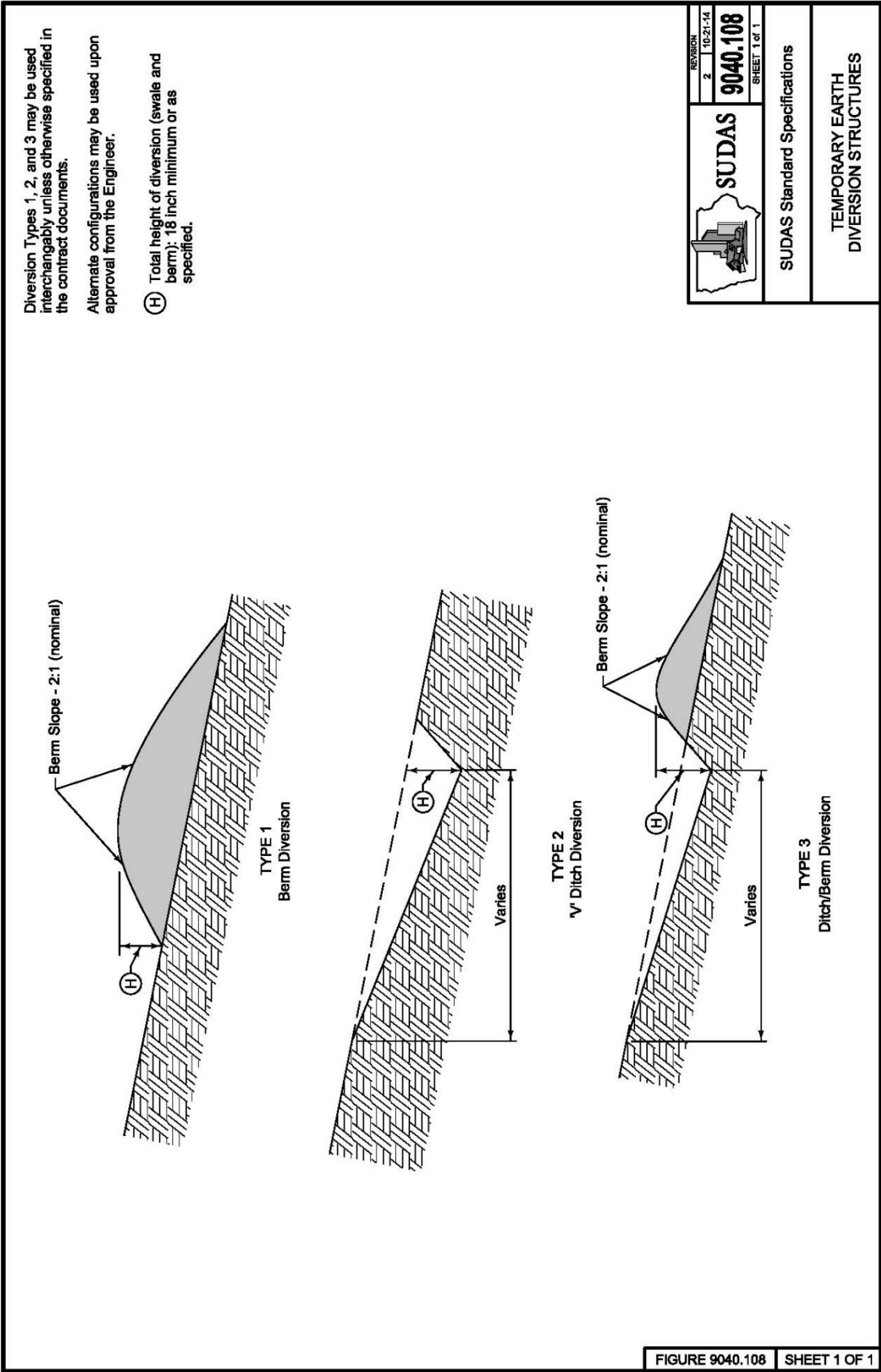


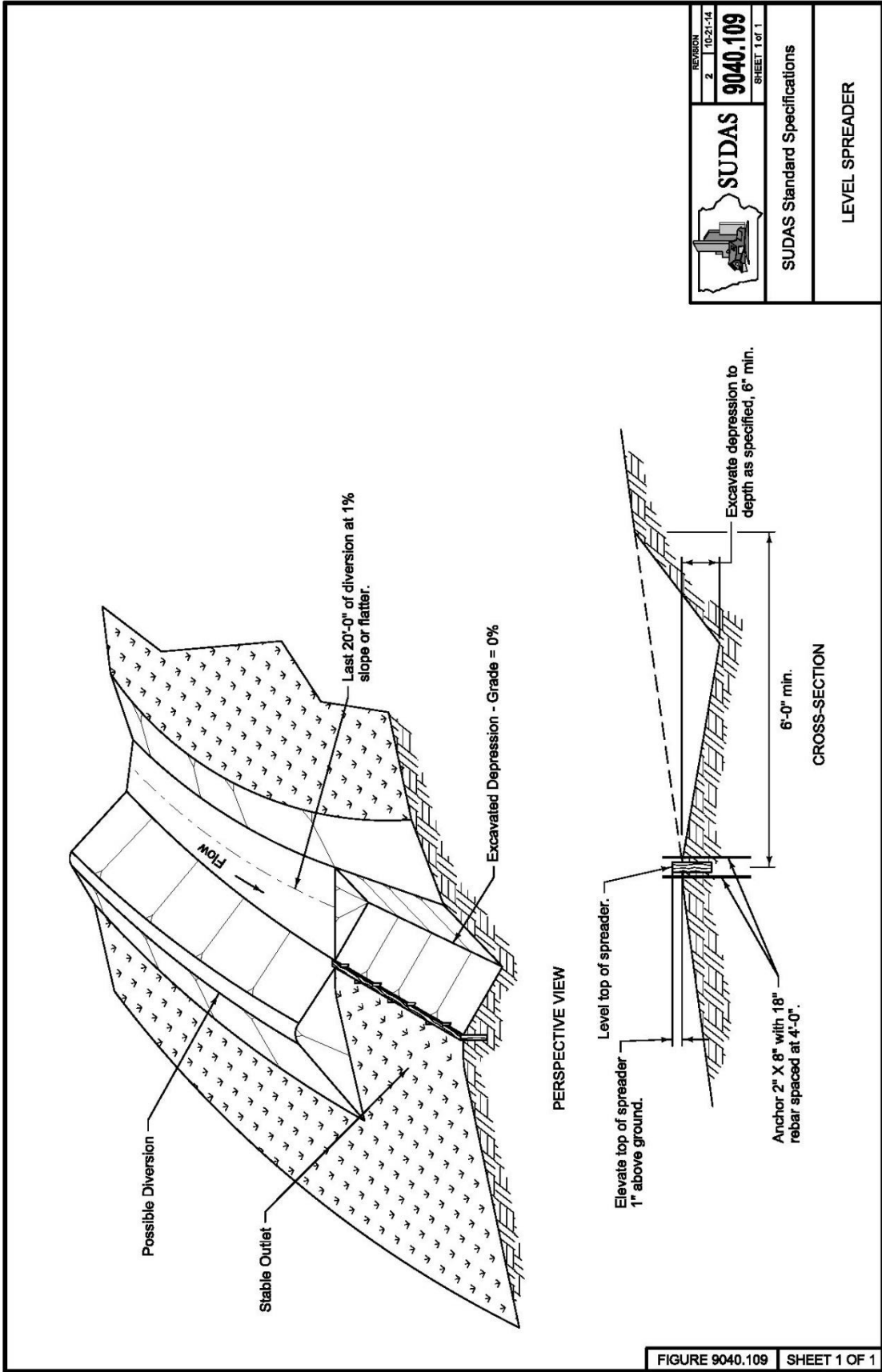


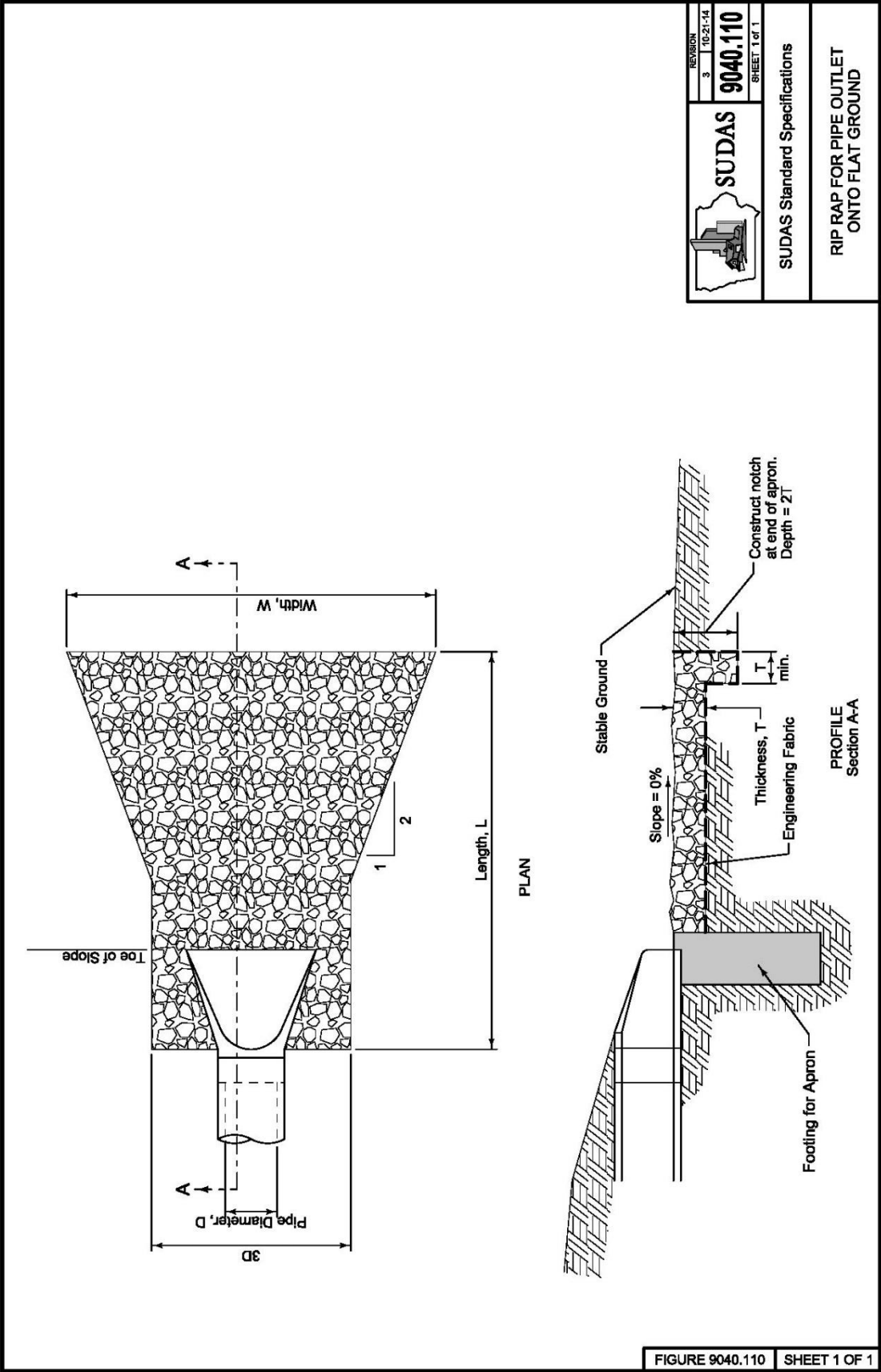


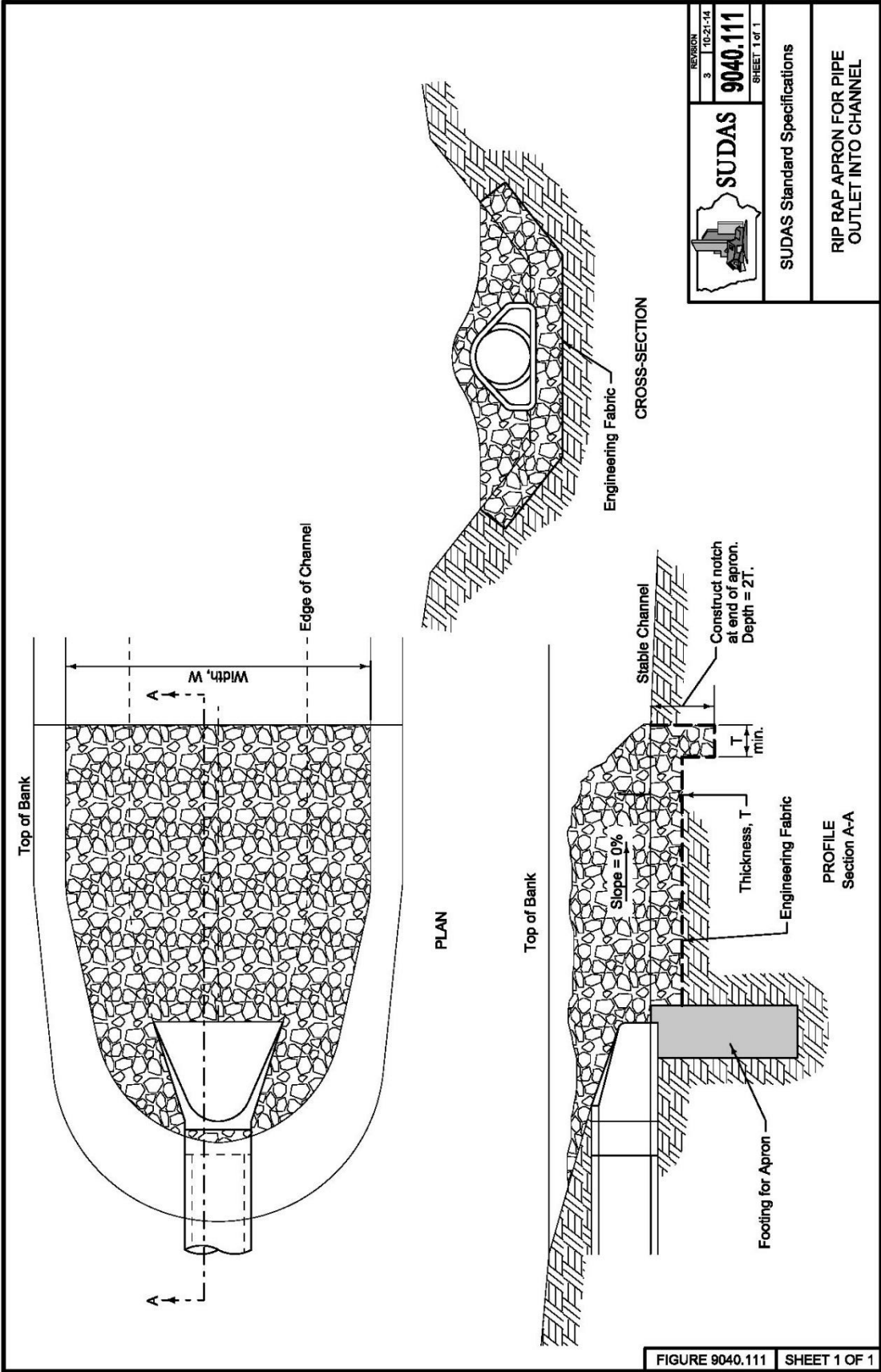


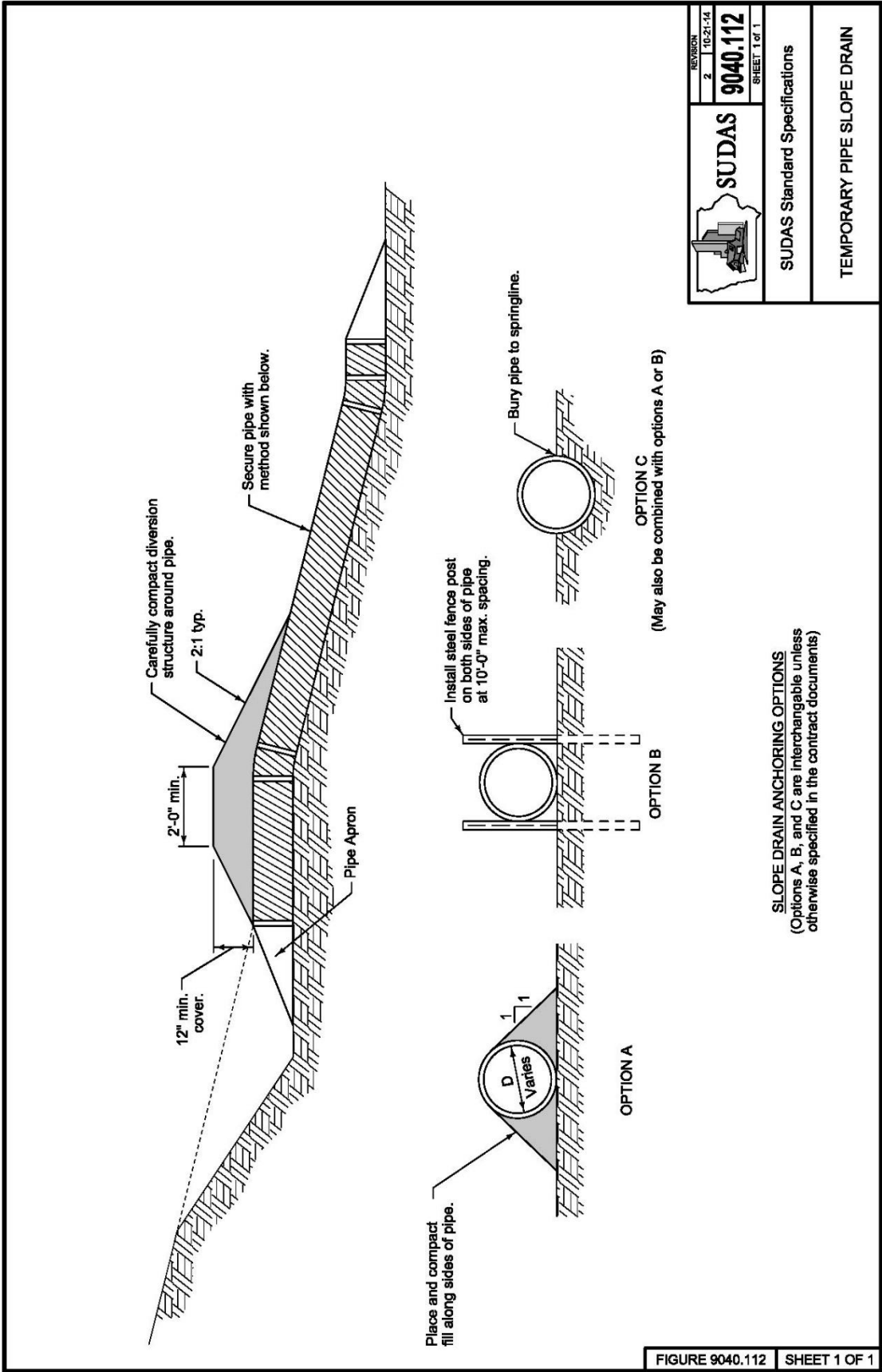


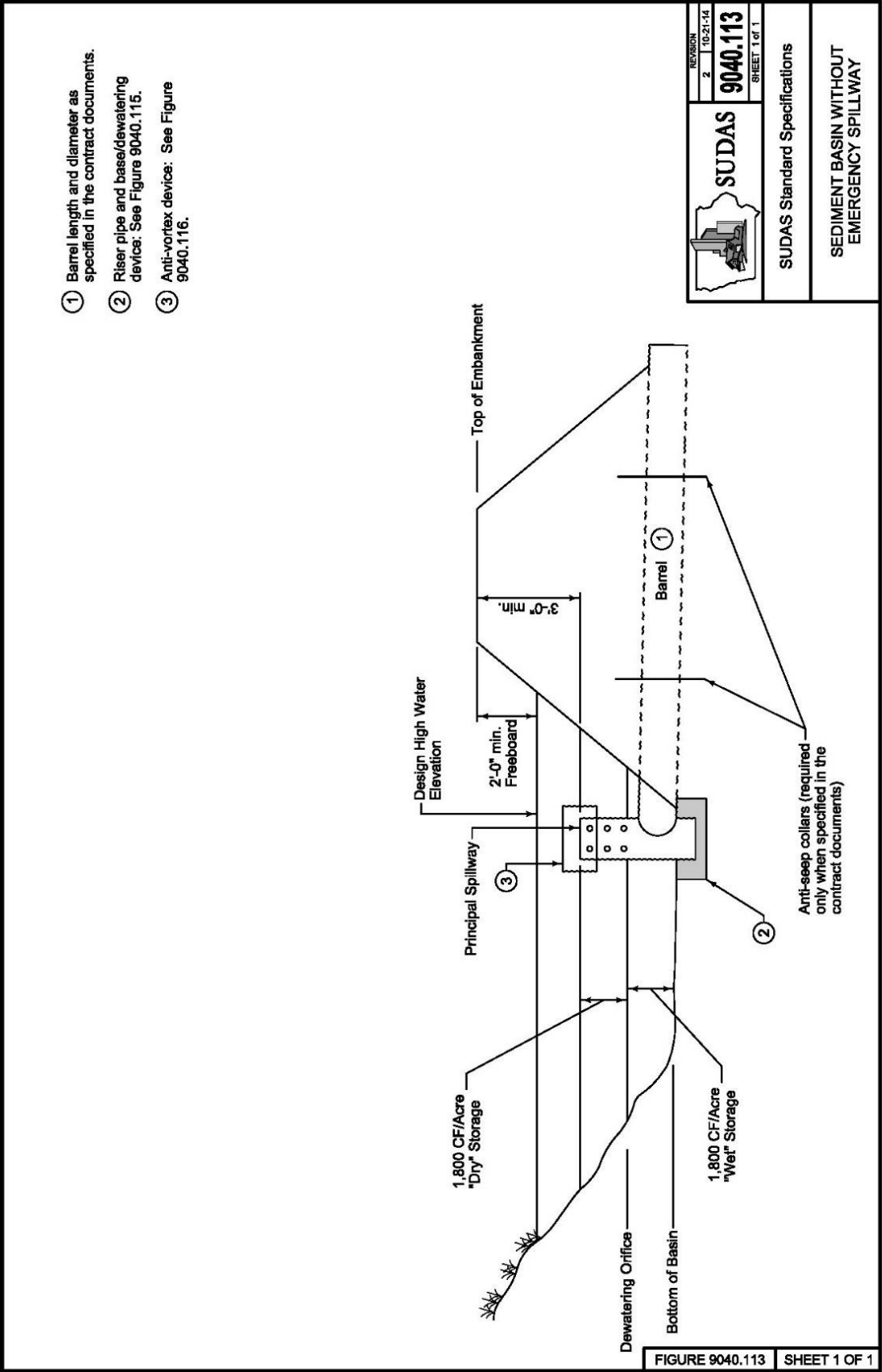




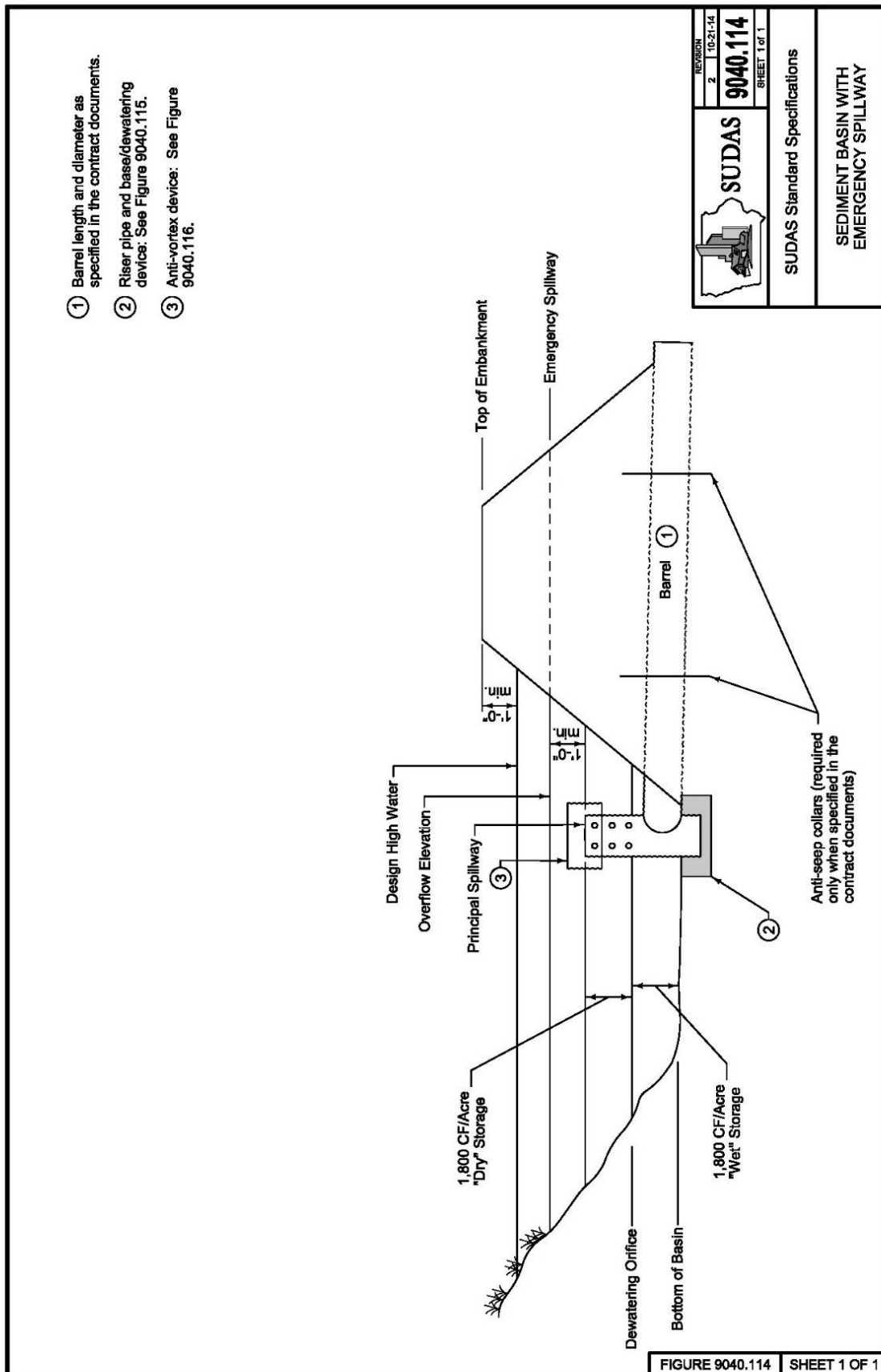


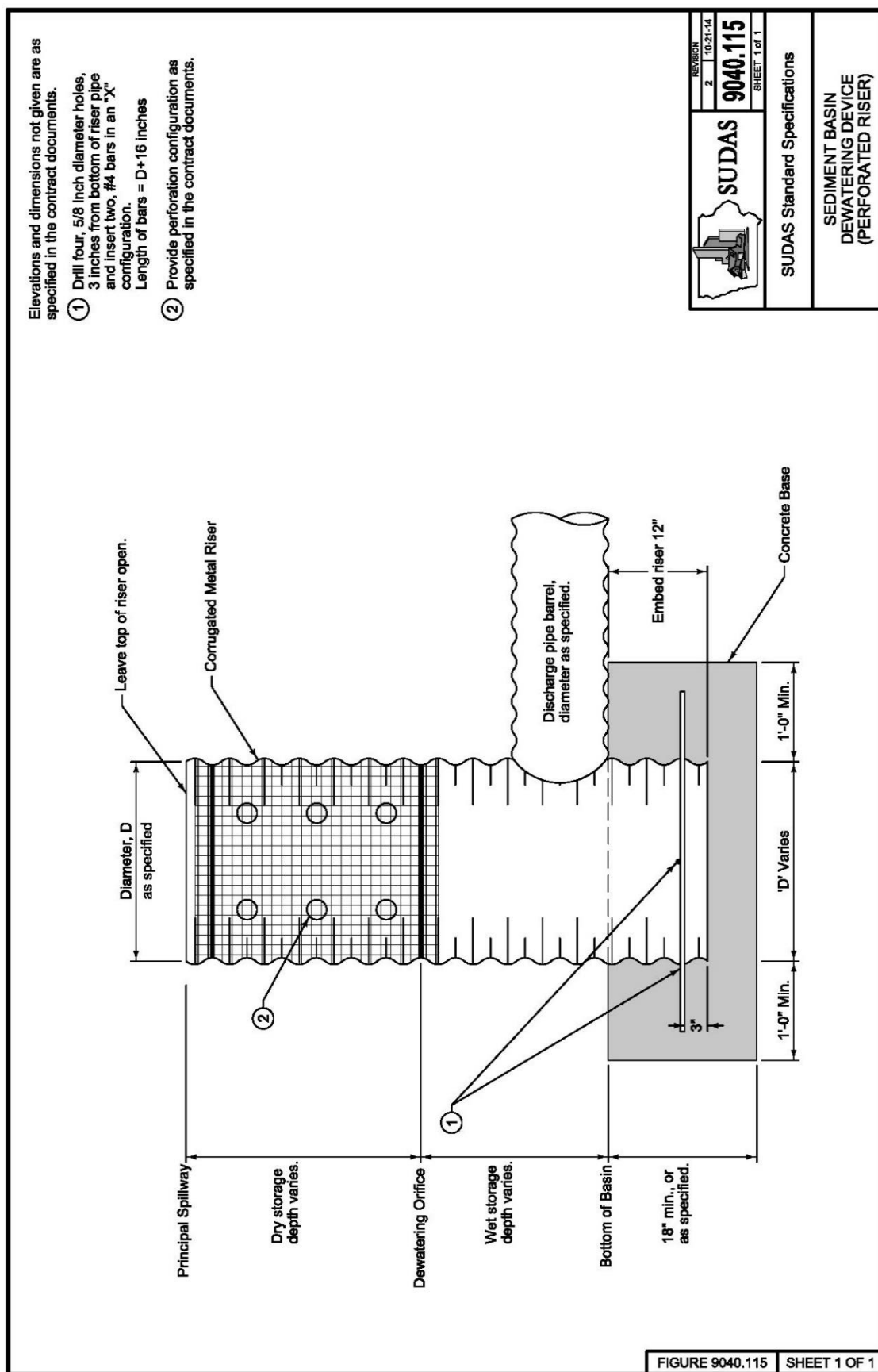


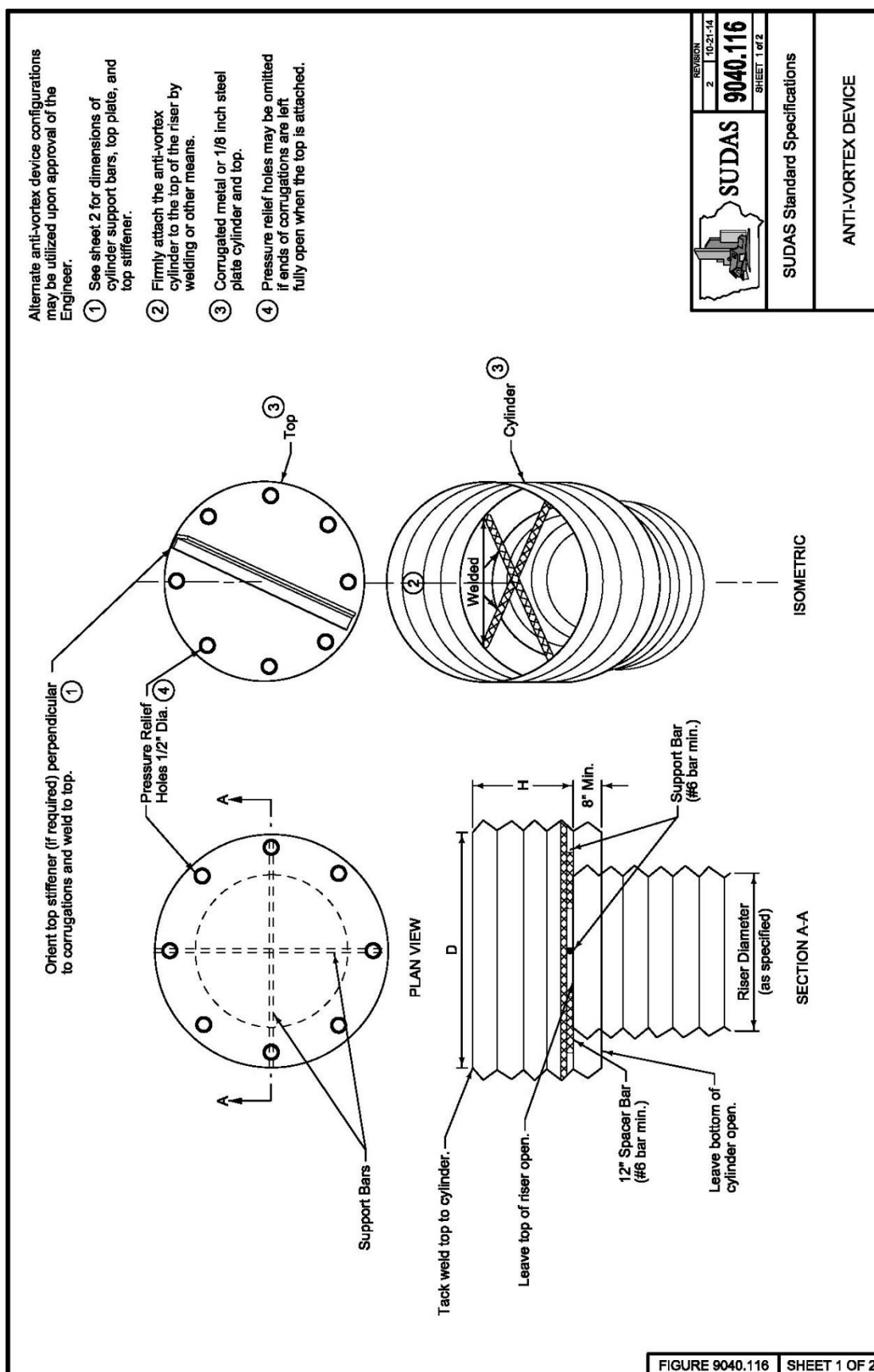












| RISER          |                | CYLINDER         |                  |                                             | MINIMUM TOP          |                               |
|----------------|----------------|------------------|------------------|---------------------------------------------|----------------------|-------------------------------|
| Diameter (in.) | Diameter (in.) | Thickness (gage) | Height (H) (in.) | Minimum Size Support Bar                    | Thickness            | Stiffener                     |
| 12             | 18             | 16               | 6                | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga F & C          | —                             |
| 15             | 21             | 16               | 7                | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga F & C          | —                             |
| 18             | 27             | 16               | 8                | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga F & C          | —                             |
| 21             | 30             | 16               | 11               | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga (C), 14 ga (F) | —                             |
| 24             | 36             | 16               | 13               | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga (C), 14 ga (F) | —                             |
| 27             | 42             | 16               | 15               | #6 rebar or 1 1/2" X 3/16" angle            | 16 ga (C), 14 ga (F) | —                             |
| 36             | 54             | 16               | 17               | #8 rebar                                    | 14 ga (C), 12 ga (F) | —                             |
| 42             | 60             | 16               | 19               | #8 rebar                                    | 14 ga (C), 12 ga (F) | —                             |
| 48             | 72             | 16               | 21               | 1 1/4" pipe or 1 1/4" X 1 1/4" X 1/4" angle | 14 ga (C), 10 ga (F) | —                             |
| 54             | 78             | 16               | 25               | 1 1/4" pipe or 1 1/4" X 1 1/4" X 1/4" angle | 14 ga (C), 10 ga (F) | —                             |
| 60             | 90             | 14               | 29               | 1 1/2" pipe or 1 1/2" X 1 1/2" X 1/4" angle | 12 ga (C), 8 ga (F)  | —                             |
| 66             | 96             | 14               | 33               | 2" pipe or 2" X 2" X 1/4" angle             | 12 ga (C), 8 ga (F)  | 2" X 2" X 1/4" angle          |
| 72             | 102            | 14               | 36               | 2" pipe or 2" X 2" X 1/4" angle             | 12 ga (C), 8 ga (F)  | 2 1/2" X 2 1/2" X 1/4" angle  |
| 78             | 114            | 14               | 39               | 2 1/2" pipe or 2" X 2" X 1/4" angle         | 12 ga (C), 8 ga (F)  | 2 1/2" X 2 1/2" X 1/4" angle  |
| 84             | 120            | 12               | 42               | 2 1/2" pipe or 2" X 2" X 1/4" angle         | 12 ga (C), 8 ga (F)  | 2 1/2" X 2 1/2" X 5/16" angle |

Notes:

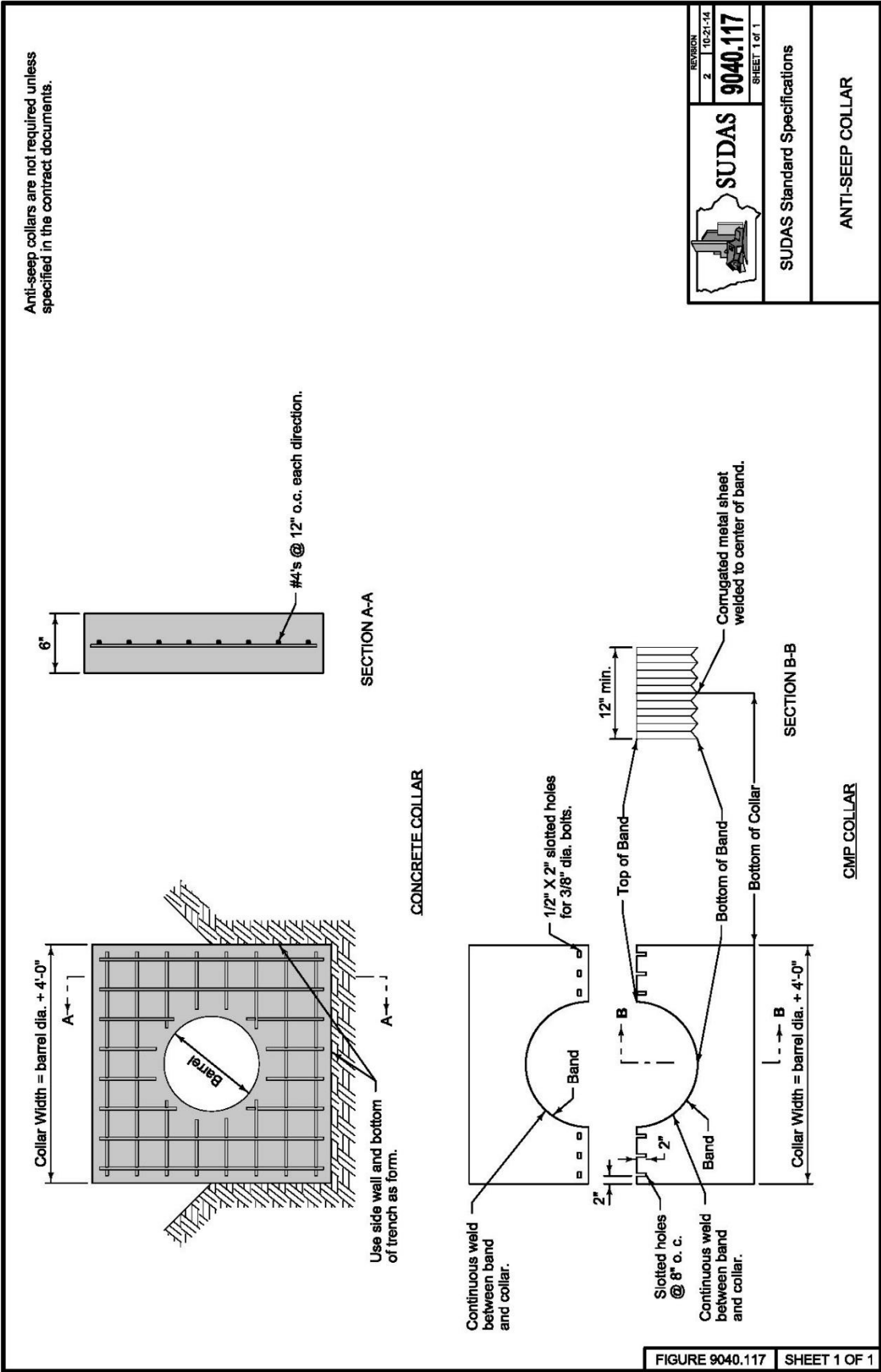
- The criterion for sizing the cylinder is that the area between the inside of the cylinder and the outside of the riser is equal to or greater than the area inside the riser. Therefore, the above table is invalid for use with concrete pipe risers.
- C - Corrugated F - Flat.

FIGURE 9040.116 SHEET 2 OF 2

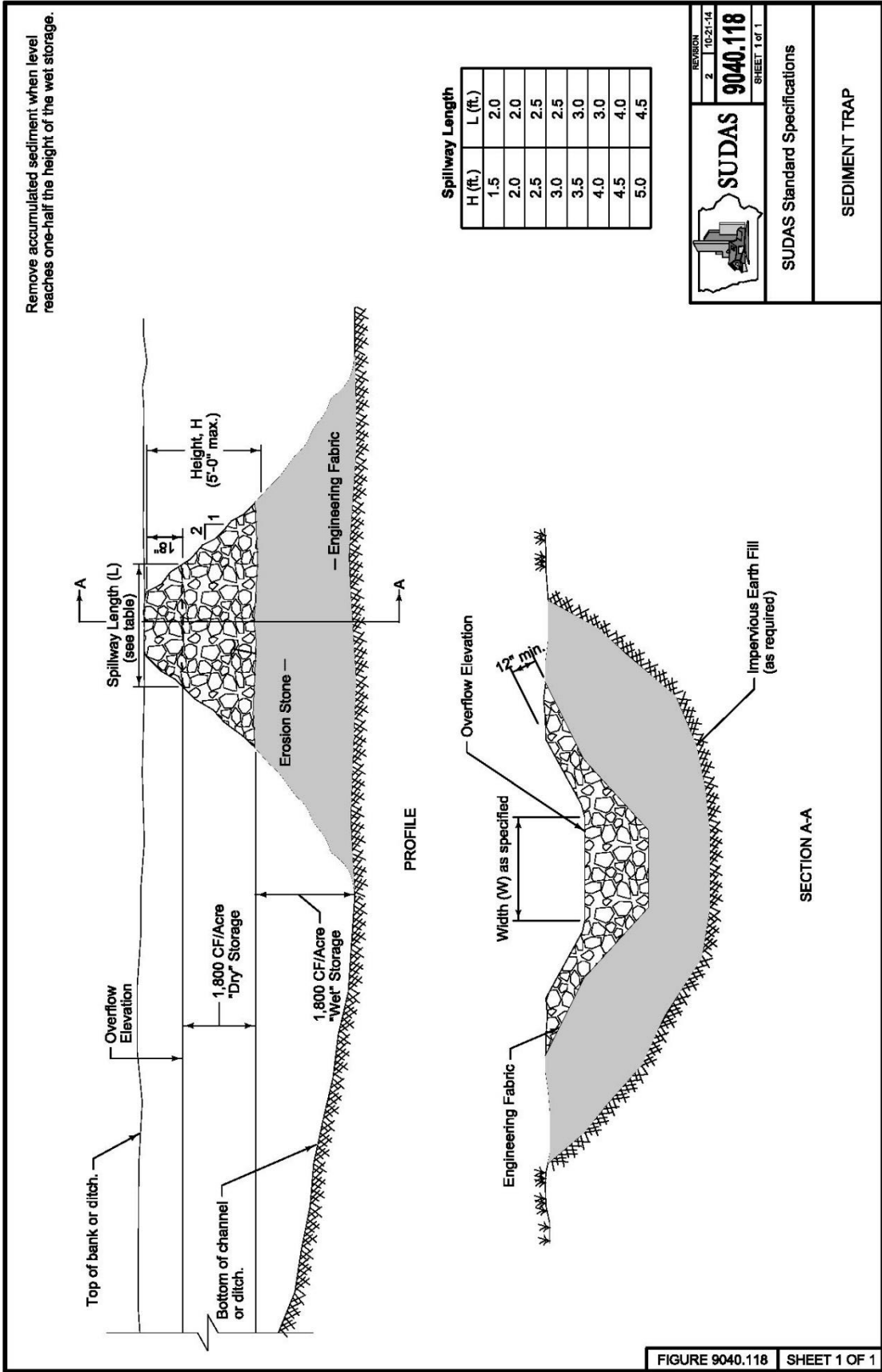

 NEWBORN  
 2 10-21-14  
**9040.116**  
 SHEET 2 of 2

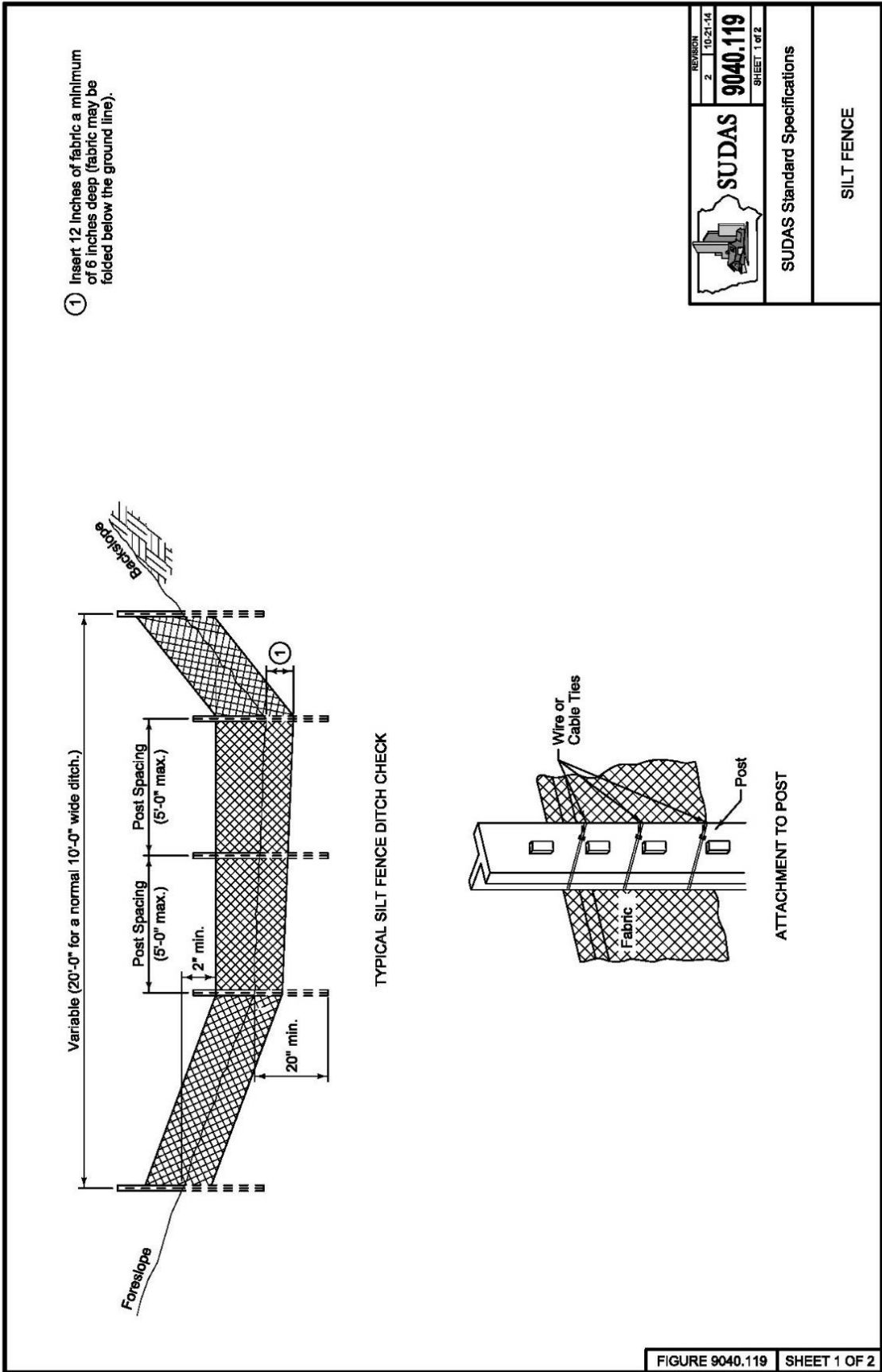
SUDAS Standard Specifications

ANTI-VORTEX DEVICE



|                                                                                     |          |              |
|-------------------------------------------------------------------------------------|----------|--------------|
|  | SUDAS    |              |
|                                                                                     | 9040.117 | SHEET 1 OF 1 |
| SUDAS Standard Specifications                                                       |          |              |
| ANTI-SEEP COLLAR                                                                    |          |              |







REVISION

|   |          |
|---|----------|
| 2 | 10-21-14 |
|---|----------|

**9040.119**

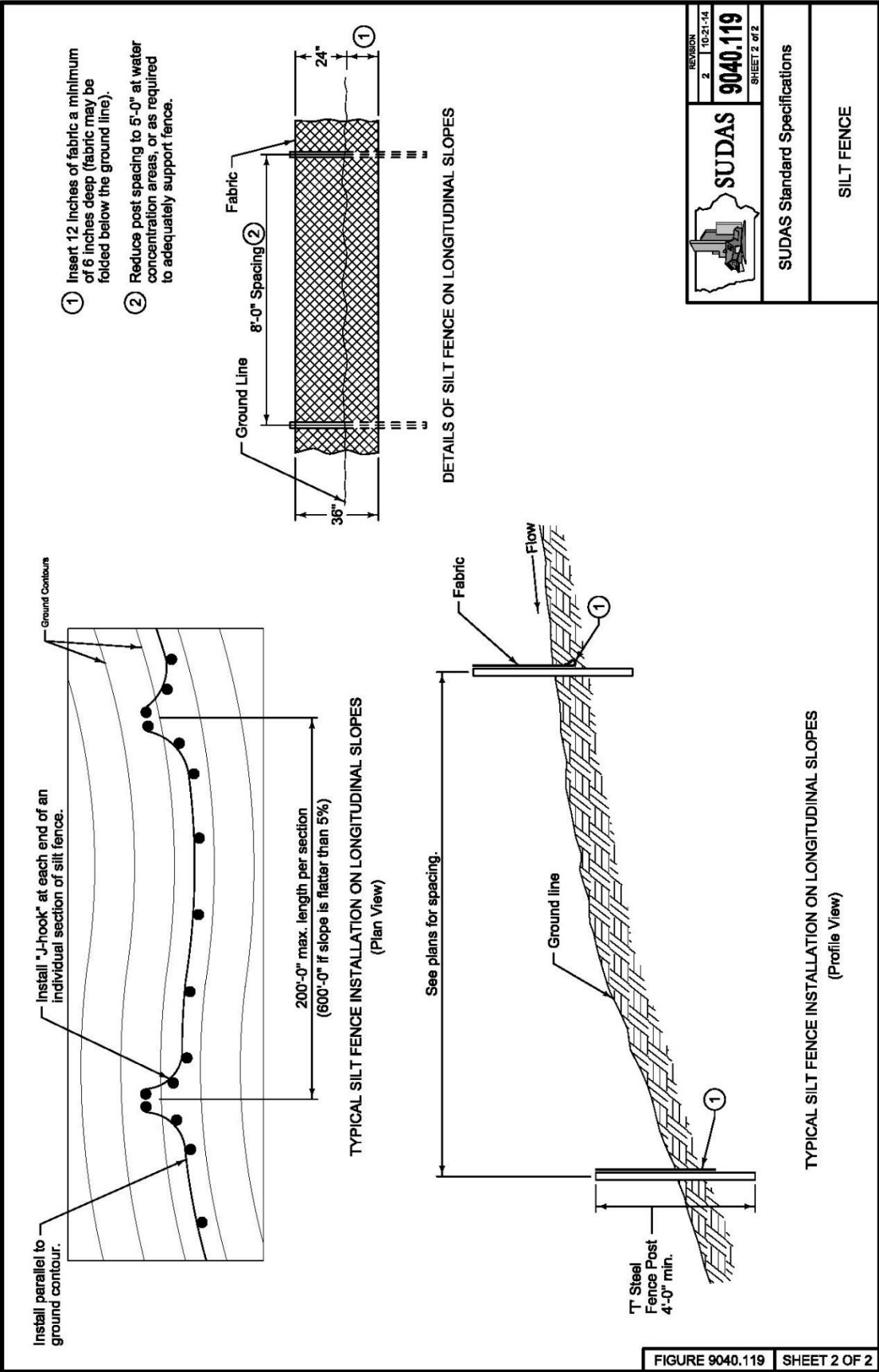
SHEET 1 of 2

SUDAS Standard Specifications

SILT FENCE

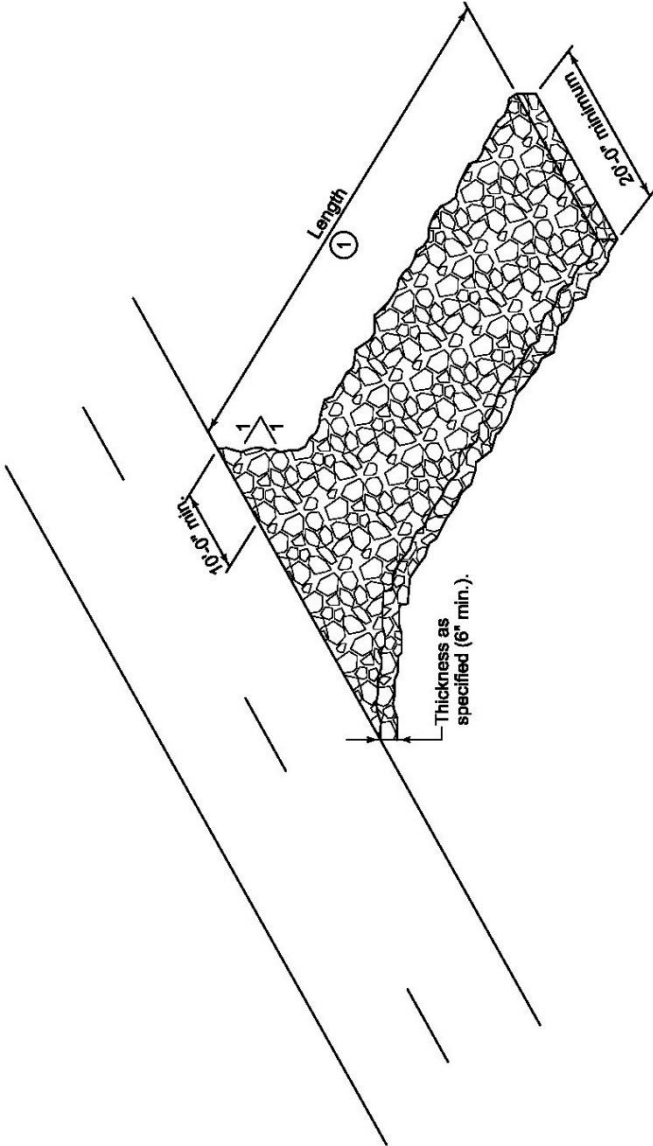
FIGURE 9040.119

SHEET 1 OF 2





① Entrance length: 50 foot minimum  
(30 foot for single family residential), or  
as specified in the contract documents.  
Length of entrance may be increased if  
sediment track-out occurs.



|                                                                                     |              |   |          |
|-------------------------------------------------------------------------------------|--------------|---|----------|
|  | REVISION     | 2 | 10-21-14 |
|                                                                                     | 9040.120     |   |          |
|                                                                                     | SHEET 1 of 1 |   |          |
| SUDAS Standard Specifications                                                       |              |   |          |
| STABILIZED<br>CONSTRUCTION ENTRANCE                                                 |              |   |          |

FIGURE 9040.120 SHEET 1 OF 1

## **DIVISION 11 – MISCELLANEOUS**

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## SECTION 11,020 – MOBILIZATION

**Note:** This document is based on the SUDAS Standard Specifications. Revisions may have been made to document to reflect changes required by the City of Marshalltown, Iowa. Revisions will include striking out/shading text (~~text~~) that is to be deleted and underlining/coloring text (text) for revisions to document.

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

Project Mobilization

#### **1.02 DESCRIPTION OF WORK**

Mobilization includes preparatory work, operations performed, or costs incurred prior to beginning work on the various items on the project site.

#### **1.03 SUBMITTALS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

#### **1.07 SPECIAL REQUIREMENTS**

- A. When a bid item for mobilization is included on the proposal form, comply with this section for measurement and payment.
- B. When the proposal form does not include a bid item for mobilization, all costs incurred by the contractor for mobilization are incidental to other work and no separate payment will be made.

#### **1.08 MEASUREMENT AND PAYMENT**

Mobilization:

- A. Measurement: Lump sum item; no measurement will be made.
- B. Payment:
  - 1. When 5% of the original contract amount has been completed, 25% of the contract price for mobilization will be paid.

2. When 10% of the original contract amount has been completed, 50% of the contract price for mobilization will be paid.
  3. When 50% of the original contract amount has been completed, 100% of the contract price for mobilization will be paid.
- C. Includes: The unit price for mobilization may include the following.
1. The movement of personnel, equipment, and supplies to the project site.
  2. The establishment of offices, buildings, and other facilities necessary for the project.
  3. Bonding, permits, or other expenses incurred prior to construction.

**PART 2 - PRODUCTS**

None.

**PART 3 - EXECUTION**

None.

END OF SECTION

# OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN  
MARSHALLTOWN, IOWA  
SOUTH 3<sup>RD</sup> STREET BRIDGE REPAIR  
PROJECT NO. STR-18003**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE SOUTH 3RD STREET BRIDGE REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 14<sup>th</sup> day of February 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. STR-18003, the SOUTH 3RD STREET BRIDGE REPAIR is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the 3<sup>rd</sup> day of March, 2020 for the construction of the SOUTH 3RD STREET BRIDGE REPAIR as described in the plans and specifications for Project No. STR-18003, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9<sup>th</sup> day of March 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the SOUTH 3RD STREET BRIDGE REPAIR in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-18003 the SOUTH 3RD STREET BRIDGE REPAIR.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

| ESTIMATED PROJECT QUANTITIES |                                         |              |      |
|------------------------------|-----------------------------------------|--------------|------|
| Item No.                     | Bid Items                               | Bid Quantity | Unit |
| 1                            | Concrete Panel Removal                  | 500          | SqYd |
| 2                            | Preformed Elastic Neoprene Joint        | 146          | Ft   |
| 3                            | Neoprene Gland Installation and Testing | 178.2        | Ft   |
| 4                            | Rock Flume                              | 4            | Each |
| 5                            | Granular Fill                           | 320.0        | Tons |
| 6                            | Class A Riprap Revetment                | 330.0        | Tons |
| 7                            | Stormwater Pollution Prevention Plan    | 1            | LS   |

| ESTIMATED PROJECT QUANTITIES |                                         |              |      |
|------------------------------|-----------------------------------------|--------------|------|
| Item No.                     | Bid Items                               | Bid Quantity | Unit |
| 8                            | Stormwater Management                   | 1            | LS   |
| 9                            | Seeding, Fertilizing, and Mulching      | 120          | SqYd |
| 10                           | Temporary Traffic Control               | 1            | LS   |
| 11                           | Mobilization                            | 1            | LS   |
| 12                           | Railroad Protective Liability Insurance | 1            | LS   |

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-18003 as proposed by the City Engineer.

### Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

### Pre-bid Conference

A pre-bid conference will not be held for the Project.

### Instructions to Bidders.

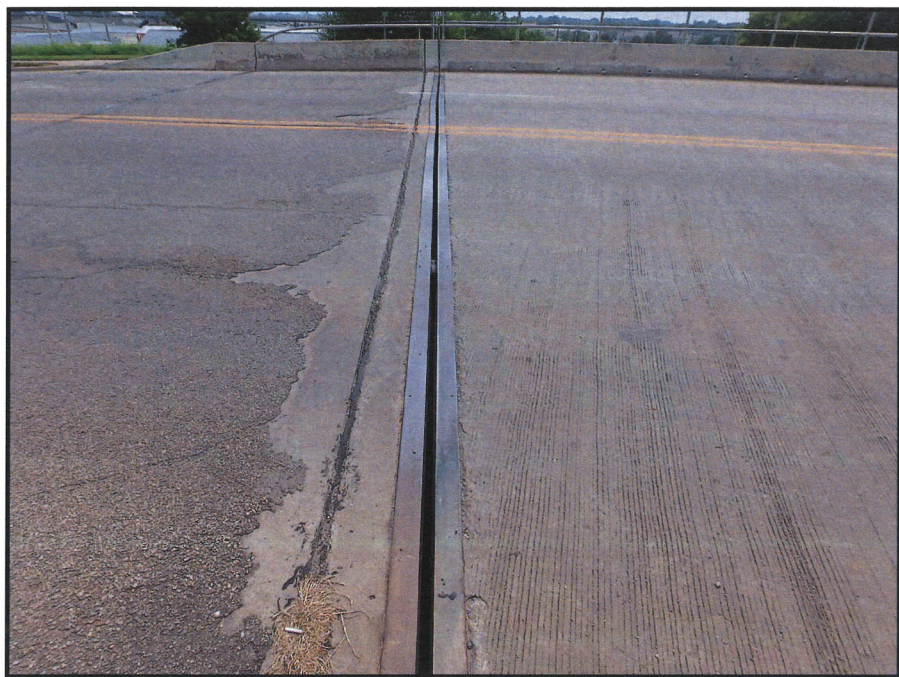
For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 10<sup>th</sup> day of March 2020.

Owner: City of Marshalltown  
 By: Shari L. Coughenour, CMC  
 Title: City Clerk





TYPICAL ABUTMENT EXPANSION JOINT



TYPICAL PIER EXPANSION JOINT

JOINT REPAIR NOTES:

THE INTENT OF THIS REPAIR IS TO REPLACE THE JOINT MATERIAL IN THE ABUTMENT AND PIER EXPANSION JOINTS. THE BRIDGE HAS TWO JOINTS OF EACH TYPE.

CONTRACTOR SHALL CLEAN ALL JOINTS AND REMOVE ALL EXISTING JOINT MATERIAL AND DEBRIS PRIOR TO INSTALLATION OF THE NEW MATERIAL.

JOINT MATERIAL IS TO BE PLACED AS ONE CONTINUOUS PIECE FROM END TO END FOR BOTH ROADWAY AND SIDEWALK SEGMENTS. ABUTMENT JOINT MATERIAL (4" PREFORMED ELASTIC NEOPRENE) SEGMENTS SHALL BE BONDED AT CURB TRANSITIONS.

CONTRACTOR TO REPAIR EXPANSION JOINTS WITH MATERIAL AS SHOWN IN PLANS OR APPROVED EQUAL. SPECIFIC JOINT MATERIAL PRODUCT DESIGNATIONS ARE SHOWN FROM ORIGINAL PLANS AND EQUIVALENT JOINT MATERIAL PRODUCT DESIGNATIONS LISTED BELOW:

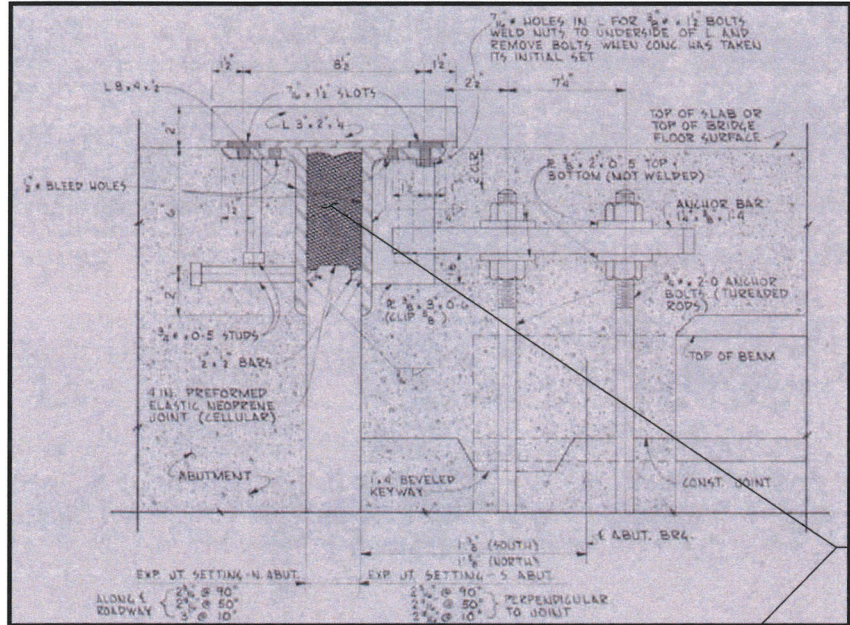
ABUTMENTS (2 REQUIRED)  
WATSON BOWMAN – COMPRESSION SEAL (PER ORIGINAL PLANS - ACME J-400);  
EQUIVALENT – WA400

PIERS (2 REQUIRED)  
WATSON BOWMAN – STRIP SEAL (PER ORIGINAL PLANS - ACME AS-300);  
EQUIVALENT – AS500

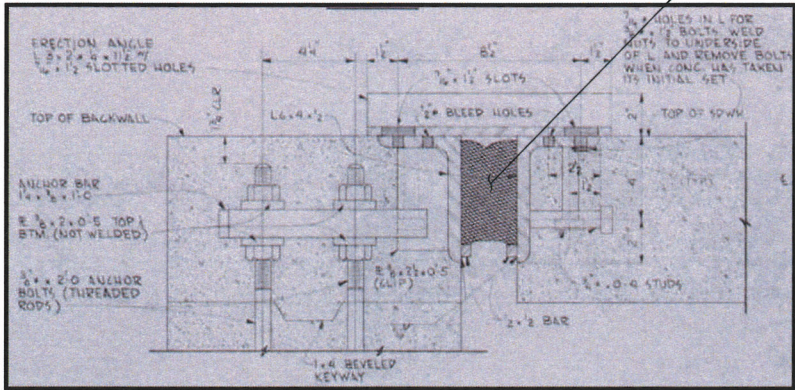
CONTRACTOR TO VERIFY UPDATED PRODUCT DESIGNATIONS ARE APPROPRIATE FOR EACH CASE AND CONFIRM PRODUCT DATA WITH OWNER PRIOR TO INSTALLATION. ALL WORK AND MATERIALS FOR THE INSTALLATION OF THE EXPANSION JOINTS ARE TO COMPLY WITH THE WRITTEN RECOMMENDATIONS OF THE EXPANSION JOINT MANUFACTURER.

CONTRACTOR TO FIELD VERIFY QUANTITIES AND SHALL BE PAID FOR THE ACTUAL AMOUNT OF JOINT MATERIAL INSTALLED MADE ON A LINEAR FOOT BASIS BASED ON THE PRICE BID PER LINEAR FOOT.

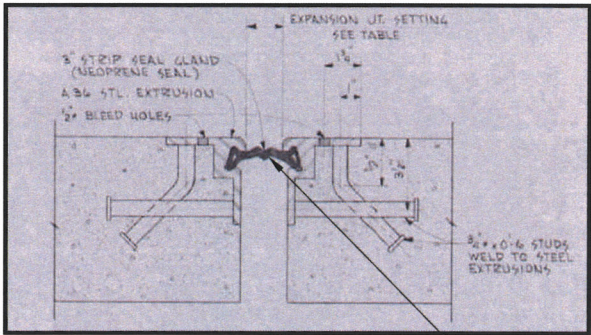
COPY OF ORIGINAL PLAN SET AVAILABLE UPON REQUEST.



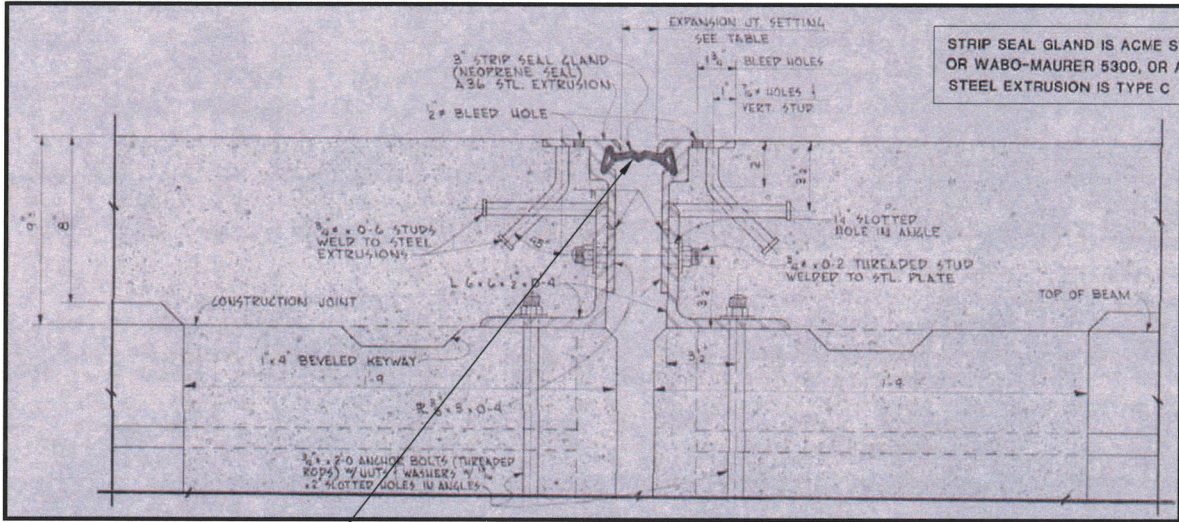
ROADWAY SECTION VIEW – ABUTMENT



SIDEWALK SECTION VIEW – ABUTMENT



SIDEWALK SECTION VIEW – PIER



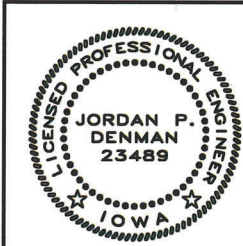
ROADWAY SECTION VIEW – PIER

REMOVE & REPLACE 4" PREFORMED ELASTIC NEOPRENE (CELLULAR) JOINT MATERIAL (TYP. @ TWO ABUTMENTS)

REMOVE & REPLACE 3" STRIP SEAL GLAND (NEOPRENE SEAL) JOINT MATERIAL (TYP. @ TWO PIERS)

| TOTAL ESTIMATED REPAIR QUANTITIES |      |           |        |
|-----------------------------------|------|-----------|--------|
| ITEM                              | UNIT | LOCATION  | AMOUNT |
| EXP. JOINT REPAIR                 | L.F. | ABUTMENTS | 146    |
| EXP. JOINT REPAIR                 | L.F. | PIERS     | 178.2  |

**SPECIFICATIONS**  
CONSTRUCTION: THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, PLUS GENERAL SUPPLEMENTAL SPECIFICATIONS; AND APPLICABLE SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS, SHALL APPLY TO THE CONSTRUCTION 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.  
DATE: 1/23/2020  
JORDAN P. DENMAN, P.E.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021.  
PAGES OR SHEETS COVERED BY THIS SEAL: 1-3 OF 3

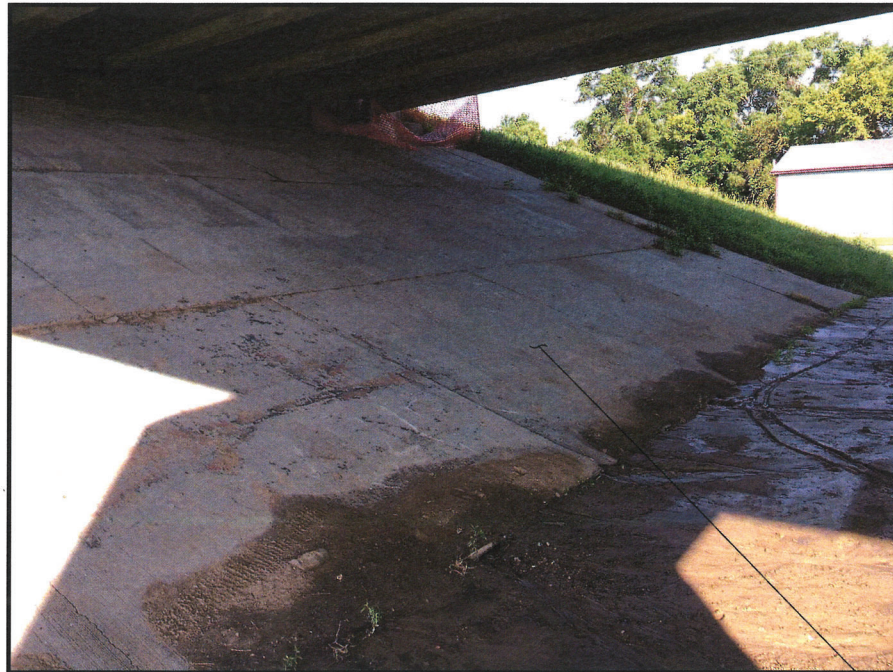
850'-4 x 54'-0 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE

STUB ABUTMENTS CONCRETE COLUMN PIERS

EXPANSION JOINT REPAIR DETAILS

CITY OF MARSHALLTOWN, IOWA





ABUTMENT SLOPE PROTECTION



FAILED & UNDERMINED SLOPE PROTECTION PANELS

**SLOPE PROTECTION REPAIR NOTES:**

THE INTENT FOR THE SCOPE OF SLOPE PROTECTION REPAIRS IS TO REMOVE ANY UNDERMINED AND/OR SETTLED CONCRETE PANELS ALONG EACH BERM SLOPE ADJACENT TO EITHER BRIDGE ABUTMENT. REPAIR SEQUENCING SHALL BE REVIEWED AND APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.

REMOVALS SHALL START AT THE TOP OF THE BERM AND PROGRESS DOWN THE SLOPE. ROWS OF CONCRETE PANELS ARE TO BE REMOVED UNTIL UNDERMINED AREAS ARE FULLY EXPOSED. REMOVAL OF CONCRETE PANELS MAY OR MAY NOT REACH THE TOE OF SLOPE. EXPOSED AREAS ARE TO BE REBUILT WITH COMPACTED FILL, COVERED WITH ENGINEERING FABRIC AND 9 INCHES OF EROSION STONE.

CONTRACTOR SHALL FIELD ESTIMATE QUANTITIES OF REPAIRS AND PROVIDE UNIT COSTS AND EXPECTED TOTALS FOR SUCH REPAIRS TO BE REVIEWED AND APPROVED BY THE OWNER. THE UNIT PRICE FOR REPAIRS SHALL INCLUDE ALL COSTS OF LABOR, EQUIPMENT AND MATERIALS NECESSARY TO REMOVE SLOPE PROTECTION PANELS, PLACE COMPACTIBLE BACKFILL, INSTALL ENGINEERING FABRIC AND PLACE EROSION STONE WITHIN THE LIMITS OF REMOVAL OR AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL BE PAID FOR THE ACTUAL AMOUNT OF CONCRETE PANEL REMOVALS MADE ON A SQUARE YARD BASIS, COMPACTIBLE BACKFILL MADE ON A CUBIC YARD BASIS, ENGINEERING FABRIC MADE ON A SQUARE YARD BASIS AND EROSION STONE MADE ON A TONNAGE BASIS BASED ON THE PRICE BID PER EACH CORRESPONDING UNIT OF MEASURE.

**PIER CAP REPAIR NOTES:**

THE INTENT IS TO REPAIR THE CONCRETE ALONG THE SOUTH FACE OF THE SOUTH EXPANSION PIER CAP. THE LOCATION OF REPAIR IS NEAR THE EAST END OF THE PIER CAP, NEAR THE BEARING PLATE OF THE 3<sup>RD</sup> BEAM FROM EAST.

THE UNIT PRICE FOR CONCRETE REPAIRS SHALL INCLUDE ALL COSTS OF LABOR, EQUIPMENT AND MATERIALS REQUIRED TO REPAIR THE SPALLED AREA OF THE PIER CAP.

THE CONTRACTOR SHALL DETERMINE AND OUTLINE BY VISUAL AND AUDIBLE INSPECTION THE AREAS OF THE CONCRETE REPAIRS AND INFORM THE OWNER OF PROPOSED QUANTITY OF REPAIR AREA FOR REVIEW AND APPROVAL PRIOR TO PERFORMING REPAIR. THE CONTRACTOR SHALL BE PAID FOR THE ACTUAL AMOUNT OF CONCRETE REPAIRS MADE ON A SQUARE FOOT BASIS BASED ON THE PRICE BID PER SQUARE FOOT.

REPAIRING THE STRUCTURAL CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 2426 OF THE STANDARD SPECIFICATIONS. REFER TO IOWA DOT STANDARD SHEET 1045 FOR ADDITIONAL INFORMATION REGARDING CONCRETE REPAIRS.



REPAIR SPALLED AREA AS REQUIRED

SPALLED SOUTH EXPANSION PIER – EAST END

850'-4 x 54'-0 PRETENSIONED PRESTRESSED  
CONCRETE BEAM BRIDGE

STUB ABUTMENTS

CONCRETE COLUMN PIERS

SLOPE PROTECTION AND PIER REPAIR DETAILS

CITY OF MARSHALLTOWN,

IOWA





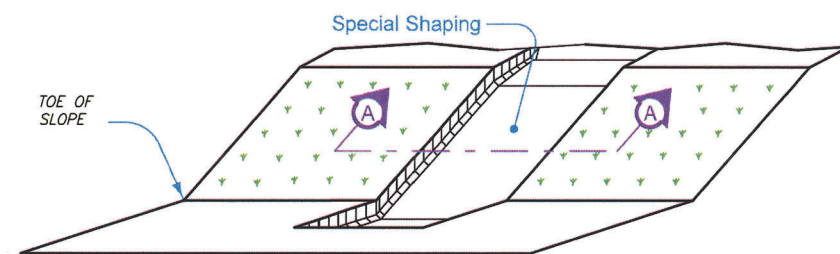
SOUTHEAST EROSION CONTROL REPAIR  
(TYPICAL @ BOTH SOUTH BRIDGE CORNERS)

SHAPE AROUND WING TO DIRECT  
SURFACE RUNOFF TO FLUME.

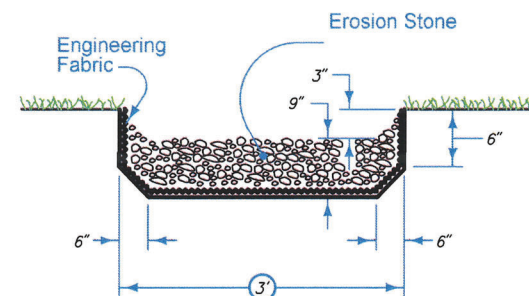
REMOVE CONCRETE PANELS AND REPAIR  
ERODED AREAS AS DESCRIBED ON SHEET 2.



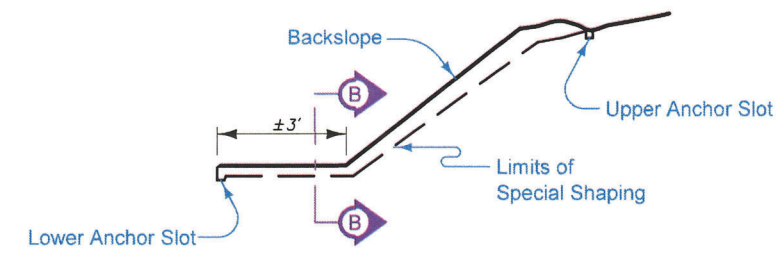
NORTHWEST EROSION CONTROL REPAIR  
(TYPICAL @ BOTH NORTH BRIDGE CORNERS)



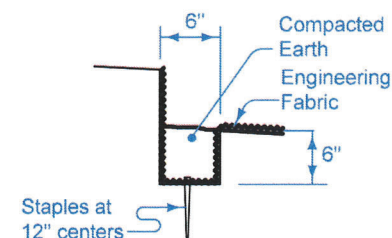
ISOMETRIC VIEW



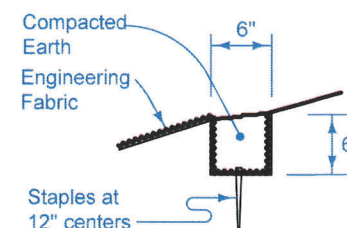
SECTION A-A



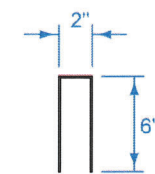
TYPICAL SECTION



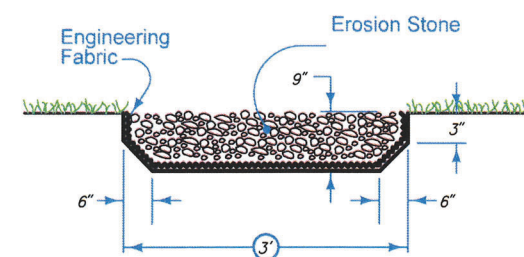
LOWER ANCHOR SLOT



UPPER ANCHOR SLOT



STAPLE  
(No. 11 wire)



SECTION B-B

EROSION CONTROL NOTES:

THE INTENT OF THIS REPAIR IS TO DIRECT SURFACE RUNOFF FROM EACH CORNER OF THE BRIDGE BY MEANS OF CONSTRUCTING ROCK FLUMES ADJACENT TO THE SLOPE PROTECTION REPAIRS AS DESCRIBED ON SHEET 2.

CONTRACTOR SHALL PROVIDE A LUMP SUM BID, WHICH INCLUDES ALL COSTS OF LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK AS DETAILED ON THIS SHEET. EXCAVATION REQUIRED TO INSTALL ROCK FLUME EROSION CONTROL SHALL BE INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

850'-4 x 54'-0 PRETENSIONED PRESTRESSED  
CONCRETE BEAM BRIDGE

STUB ABUTMENTS

CONCRETE COLUMN PIERS

ROCK FLUME EROSION CONTROL DETAILS

CITY OF MARSHALLTOWN,

IOWA



# PROJECT PRE-PLANNING WORKSHEET

| DESCRIPTION                                                                            |                        |                                                                                                                                                                                                                                    | RESPONSIBLE                           | NOTES                                 |
|----------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|
| PROJECT NAME                                                                           |                        | South 3rd Street Bridge Repair                                                                                                                                                                                                     |                                       |                                       |
| PROJECT NUMBER                                                                         |                        | STR18003                                                                                                                                                                                                                           |                                       |                                       |
| ARCHITECT                                                                              | FIRM NAME              | NAME                                                                                                                                                                                                                               | CONTACT INFO                          |                                       |
| ENGINEER                                                                               | Calhoun-Burns & Assoc. | Jordan Denman                                                                                                                                                                                                                      | JDenman@calhounburns.com              |                                       |
| CITY STAFF NAME RESPONSIBLE FOR WORKING WITH ARCHITECT / ENGINEER TO GET DOCUMENTS     |                        | Jay C. Koch                                                                                                                                                                                                                        |                                       |                                       |
| RES ORDER CONSTRUCTION - DATE (REQUIRES PLANS AND MANUAL IN HAND, PDF FORMAT, BY CITY) |                        | 2/10/2020                                                                                                                                                                                                                          | LEAD STAFF (WITH ASSIST BY CLERK)     | .                                     |
| RES HRG PLANS SPECIFICATIONS                                                           |                        | 2/24/2020                                                                                                                                                                                                                          | LEAD STAFF (WITH ASSIST BY CLERK)     | .                                     |
| PRECONSTRUCTION MEETING                                                                |                        | none                                                                                                                                                                                                                               |                                       |                                       |
| BIDS DUE : time _10:00 A.M.                                                            |                        | 3/3/2020                                                                                                                                                                                                                           |                                       |                                       |
| RES AUTH AWARD / NEGOT CONTRACT (REQUIRES BID TAB IN HAND, PDF FORMAT, BY CITY)        |                        | 3/9/2020                                                                                                                                                                                                                           |                                       |                                       |
| ESTIMATED COMPLETION DATE                                                              |                        | 7/1/2020                                                                                                                                                                                                                           |                                       |                                       |
| RESOLUTION ORDERING CONSTRUCTION (no later than Friday am) - PDF FORMAT                |                        | 2/5/2020                                                                                                                                                                                                                           | LEAD STAFF - SAVE IN WIP MEETING FILE | .                                     |
| ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT                             |                        | 2/5/2020                                                                                                                                                                                                                           | LEAD STAFF - SAVE IN WIP MEETING FILE | .                                     |
| BID TAB BY (DEADLINE DATE)*no later than Friday am                                     |                        | 3/4/2020                                                                                                                                                                                                                           | 3/6/2020                              | LEAD STAFF - SAVE IN WIP MEETING FILE |
|                                                                                        |                        | <p>SALES TAX EXEMP CERT ISSUED AFTER SIGNED CONTRACT, BOND, INS, W-9 IS RECEIVED</p> <p>List of Subs provided to Clerk for Sales Tax Certificates</p> <p>ESTIMATED COMPLETION DATE</p> <p>RES CERTIFYING PROJECT COMPLETE DATE</p> |                                       |                                       |
| ROOM - NO MORE THAN 45 DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE: |                        | 1/18/2020                                                                                                                                                                                                                          | 2/19/2020                             | CLERK                                 |
| DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:                        |                        | 1/18/2020                                                                                                                                                                                                                          | 2/19/2020                             | LEAD STAFF (NEED PLANS & MANUAL)      |
| TR NPH PLANS /SPECS PUBLICATION DATE RANGE - 20/4 REQ                                  |                        | 2/4/2020                                                                                                                                                                                                                           | 2/20/2020                             | CLERK                                 |

## PROJECT PRE-PLANNING WORKSHEET

|                                                                                        |       |
|----------------------------------------------------------------------------------------|-------|
| <hr/>                                                                                  |       |
| FOR CONTRACTOR BEFORE ISSUE SALES TAX EXEMPTION<br>CERTIFICATE                         | CLERK |
| <hr/>                                                                                  |       |
| LIST OF SUBCONTRACTORS/TIN/ TYPE OF WORK/ FOR<br>SALES TAX EXEMPTION CERTIFICATE ISSUE | CLERK |
| <hr/>                                                                                  |       |
| LEGAL EXPENSE ACCOUNT                                                                  |       |
| <hr/>                                                                                  |       |
| ACCOUNT NUMBER FOR PUBLICATION EXPENSE                                                 |       |
| <hr/>                                                                                  |       |

**RESOLUTION APPROVING A CONTRIBUTION OF \$5,000 TO THE  
MARSHALLTOWN 4<sup>TH</sup> OF JULY FIREWORKS CELEBRATION**

**WHEREAS**, Marshalltown hosts a 4<sup>th</sup> of July festival annually which provides fun, safe activities for the residents of Marshalltown and surrounding communities; and

**WHEREAS**, the 4<sup>th</sup> of July Fireworks Committee has requested a contribution from the City of Marshalltown to support the annual fireworks display;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that a \$5,000 contribution is hereby approved; and

**BE IT FURTHER RESOLVED**, the Finance Director is directed to utilize local option sales tax from the Council-designated portion for this expense.

Passed this 10th day of February, 2020, and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**RESOLUTION ACCEPTING THE PLACEMAKING PLAN FOR THE  
IOWA RIVER’S EDGE TRAIL**

**WHEREAS**, the City of Marshalltown, in partnership with Trails Inc. and the Hardin County Trails Commission, contracted with RDG Design to complete a Placemaking Plan for the Iowa River Trail; and

**WHEREAS**, the Plan was to address how to achieve consistency along the Iowa River Trail from Steamboat Rock to Marshalltown, addressing trailhead design, signature bridges, signage, and public art; and

**WHEREAS**, a Steering Committee consisting of members from the City of Marshalltown, Trails Inc., the Hardin County Trail Commission, the Marshall County Arts and Culture Alliance and M-PAC, and Marshall County Conservation worked with RDG Design for many months, providing feedback and input into the Plan;

**WHEREAS**, RDG Design also recommended a change in the name as a new branding effort, which is where the name Iowa River’s Edge Trail was developed; and

**WHEREAS**, RDG Design has completed their contract by providing the deliverables of a Master Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the attached documents are accepted and the contract with RDG Design is hereby deemed complete.

Passed this 27<sup>th</sup> day of January, 2020, and signed this \_\_\_\_\_ day of January, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk



IOWA  
**RIVER'S**  
**EDGE**  
TRAIL

*Master Plan*









# Acknowledgements

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Those involved in this plan endeavored to create an unforgettable regional trail. The vision, created with the voices of the community, articulates a concept for an experience along the Iowa River—a concept to showcase the unique area of the Iowa River Valley and the communities that emerged because of river and rail. The project team is grateful for the contributions of everyone invested in the planning for Iowa River’s Edge Trail, who gave their time, ideas, and expertise to the creation of this plan. It is only because of their assistance and direction that this plan gained the necessary depth to truly understand the experience desired for the trail, and it is with their commitment that the plan will be implemented.

## COMMUNITIES

Steamboat Rock

*Tim Stearns, Mayor*

Eldora

*David Dunn, Mayor*

Union

*Stephanie Carson, Mayor*

Gifford

*Unincorporated*

Liscomb

*Stacey Nichols, Mayor*

Albion

*Eric Schmidt, Mayor*

Marshalltown

*Joel Greer, Mayor*

TRAILS, INC.



Martha-Ellen Tye  
FOUNDATION

MARSHALLTOWN  
IOWA



Hardin  
County  
Iowa



RDG...  
PLANNING • DESIGN

## PLAN STEERING COMMITTEE

Amber Danielson

*Marshall County Arts and Culture Alliance*

Brady Winter

*Hardin County Trails Commission*

Chris Wieting

*Hardin County Trails Commission*

Geoff Hubbard

*City of Marshalltown*

Heidi Dalal

*Marshalltown Public Art Committee*

Jessica Kinser

*City of Marshalltown*

Joel Greer

*City of Marshalltown*

Julie Winter

*Region 6 COG*

Mary Wertzberger

*Trails, Inc.*

Michelle Spohnheimer

*City of Marshalltown*

Mike Stegmann

*Marshall County Conservation*

Mona Bleeker

*Hardin County Trails Commission*

Wes Wiese

*Hardin County Conservation*

## ORGANIZATIONS

Trails, Inc.

IRTH Commission

Iowa Natural Heritage Foundation

Region 6 Resource Partners

Marshall County Arts and Culture Alliance

Marshalltown Public Art Committee

National Endowment for the Arts

Martha-Ellen Tye Foundation

City of Marshalltown

Hardin County Conservation

Marshall County Conservation

## CONSULTING TEAM

RDG Planning & Design

*rdgusa.com*

**Iowa River and Trestle Bridge, 5.5 miles north of proposed trailhead location in Marshalltown**

## *Our Plan*



**Bridge over an Iowa River oxbow, 6 miles north of proposed trailhead location in Marshalltown**

- Crafts a shared vision for a joint future.
- Provides direction when decisions may impact the trail or trail elements within the county or individual communities.
- Provides a stable reference point for how to react to new ideas and unforeseen changes to the trail.
- Acts as a living document to consult often, used as a tool for collaboration among many user groups.
- Sets the framework for implementation and pursuit of funding resources.
- Celebrates and markets local resources, assets, and opportunities to all.



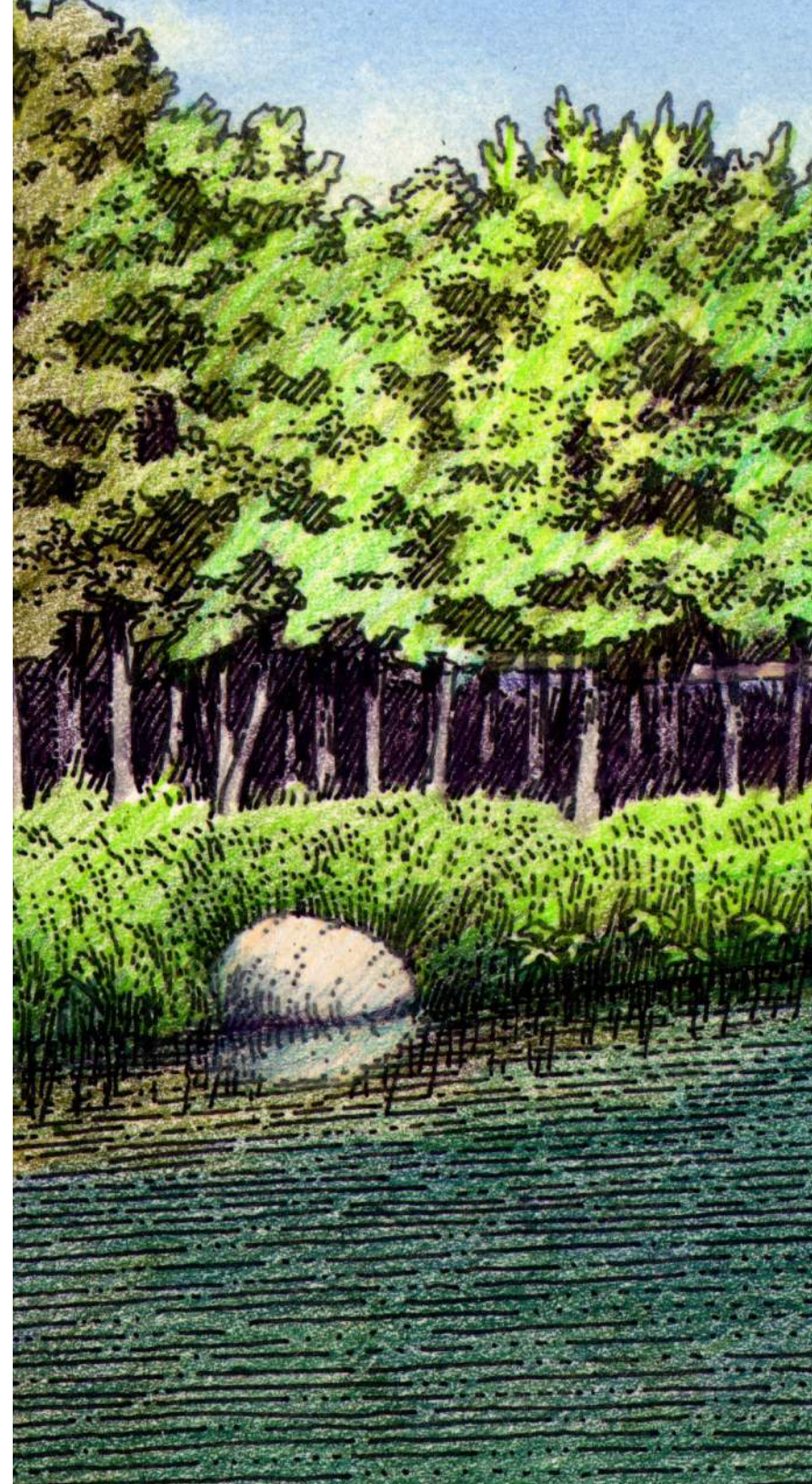




## *Why River's Edge*

Iowa was once a place of abundant environmental diversity and resources. Development and focus on Iowa's agricultural advantages led to the Iowa most people know today, with rolling hills of farm production. However, those who experience Iowa over a long time know that hidden natural gems are abundant throughout the state.

For those in east central Iowa, the Iowa River is one of those places. From a distance, agricultural fields appear bisected by tree outcroppings. Closer exploration unveils an expansive greenway and the quietly flowing waters of the Iowa River. Those who discover the Iowa River find they get lost in a place that feels unlike most of Iowa. That is where the "River's Edge" transforms us—where nature comforts us, exploration ignites us, and the experience builds anticipation for us to return.







The focus of this document is to provide communities and counties along River's Edge Trail with a guidebook for placemaking. The River's Edge Trail Master Plan creates a feeling of connectivity from community to community, and also highlights the individual nature of those communities on the trail and their unique qualities. This master plan is meant to inspire readers with artistic, beautiful graphics and build the anticipation for what lies ahead. This document is intended to develop a new audience and to excite and engage people throughout the region and beyond.

**Iowa River, 1 ¾ miles south of Union**

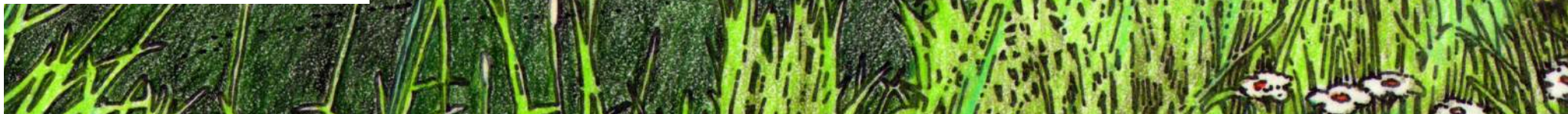




Water is a resource beyond food and hydration. Transportation routes evolved around water as a resource to ship goods, and the flat topography lent itself to rail transportation. However, the proliferation of the automobile and interstate highway system contributed to significant decline in railroad transportation. One such railroad line from Marshalltown to Steamboat Rock was decommissioned and abandoned by the federal government. Similar results led to the national “Rails to Trails” movement to transform these former railroad corridors into recreational trails. River’s Edge Trail connects Marshalltown and Steamboat Rock — a total of 34 miles.



**South Fork Iowa River, 2 miles north of Gifford**







## Championing Our Plan



“It’s like ‘Field of Dreams’—if you build it, they will come. Once you have established a destination, it will be a wonderful trail for people to explore the outdoors.

People are noticing. My wife’s sister is a biker and she and her husband are constantly looking for trails to ride on.”

*Mike Stegman, Marshall County Conservation*









## *More than a Trail*

---

“This project has afforded our community an opportunity to share our culture and natural resources at a national level. Iowa River’s Edge Trail represents the future of outdoor recreation by facilitating cooperative growth between communities and implementing a shared space for activity.”

*David Dunn, Eldora Mayor*



Trails are a new form of economic development and provide many benefits for the communities they serve. Organizers realized the need to create a full-on trail experience to be remembered and talked about. The Placemaking Master Plan was championed to think creatively about all aspects of the trail as an opportunity for a unique experience. This plan was tasked with providing communities and counties along Iowa River's Edge Trail a guidebook for placemaking.





## Economic Value



“The 34-mile trail system provides quality of life enhancements, boosts the local economy for multiple communities, and offers an opportunity for people of all ages and health to enjoy nature's beauty.”

*Trails, Inc.*

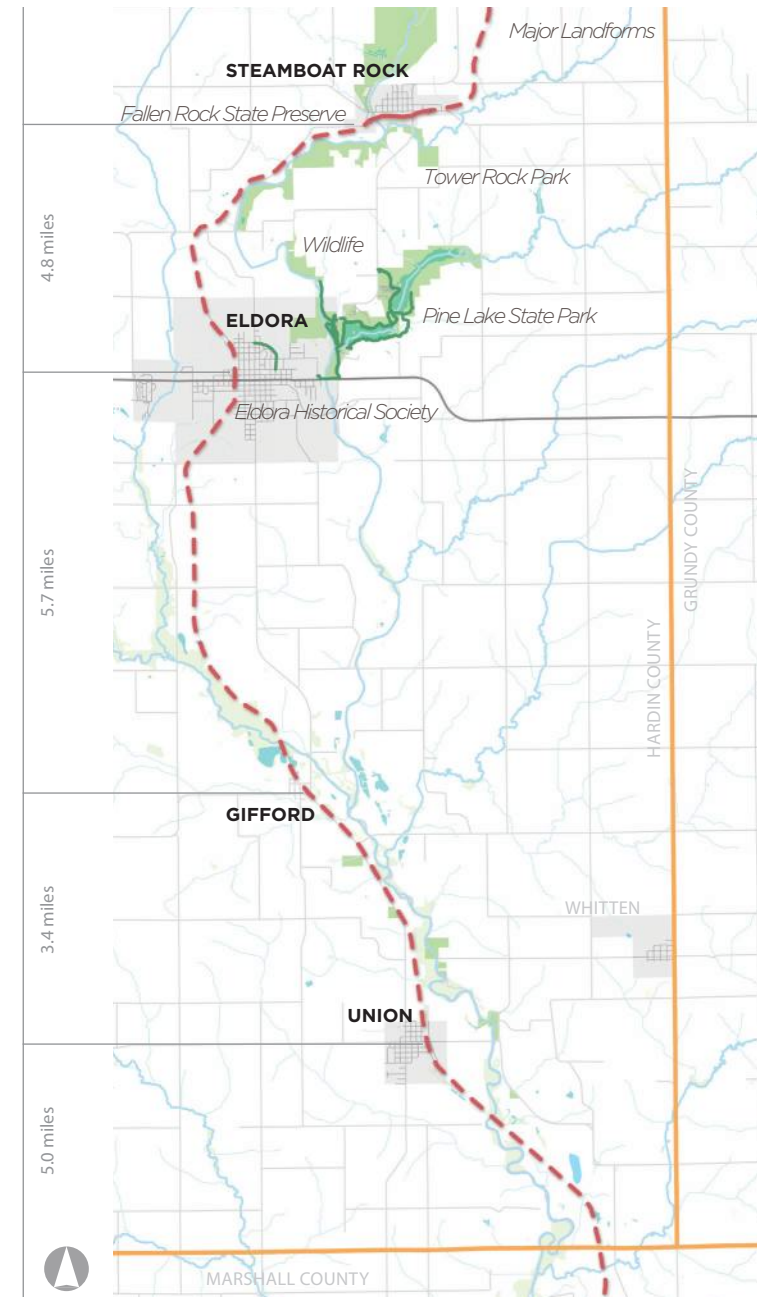


# River's Edge Route

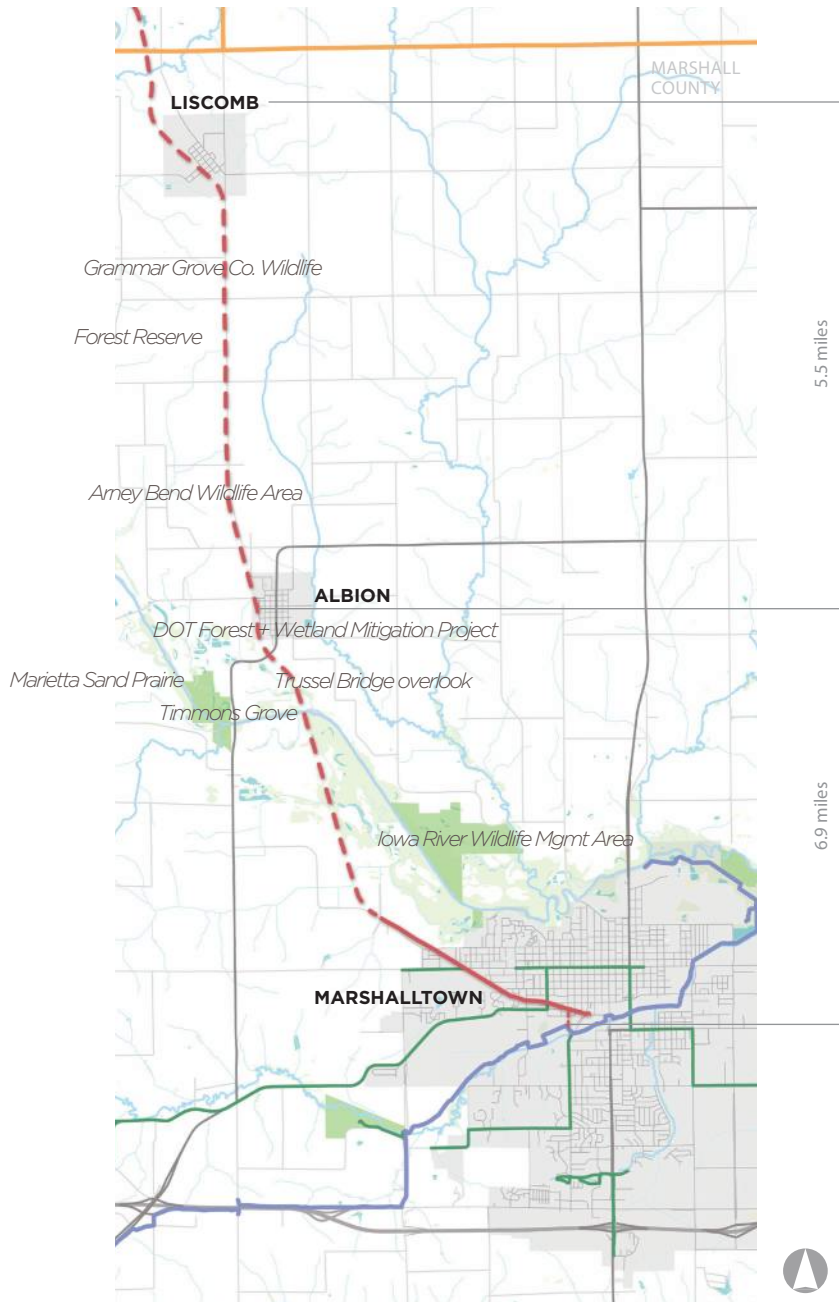
The dispersion of towns along the trail makes the route particularly appealing for active transportation. With no more than 6.9 miles between each town, users are comforted to know amenities are always close. But these towns add much more than a refuge for trail users. They represent a history of water and rail-oriented development and current agricultural hubs for the local economy. Each town is truly unique and has a special role to play in the River's Edge experience.

|                                                  |             |
|--------------------------------------------------|-------------|
| <i>Northern Limit of Trail to Steamboat Rock</i> | <i>2.7M</i> |
| <i>Steamboat Rock to Eldora</i>                  | <i>4.8M</i> |
| <i>Eldora to Gifford</i>                         | <i>5.7M</i> |
| <i>Gifford to Union</i>                          | <i>3.4M</i> |
| <i>Union to Liscomb</i>                          | <i>5.0M</i> |
| <i>Liscomb to Albion</i>                         | <i>5.5M</i> |
| <i>Albion to Marshalltown</i>                    | <i>6.9M</i> |

RIVER'S EDGE ROUTE - NORTH



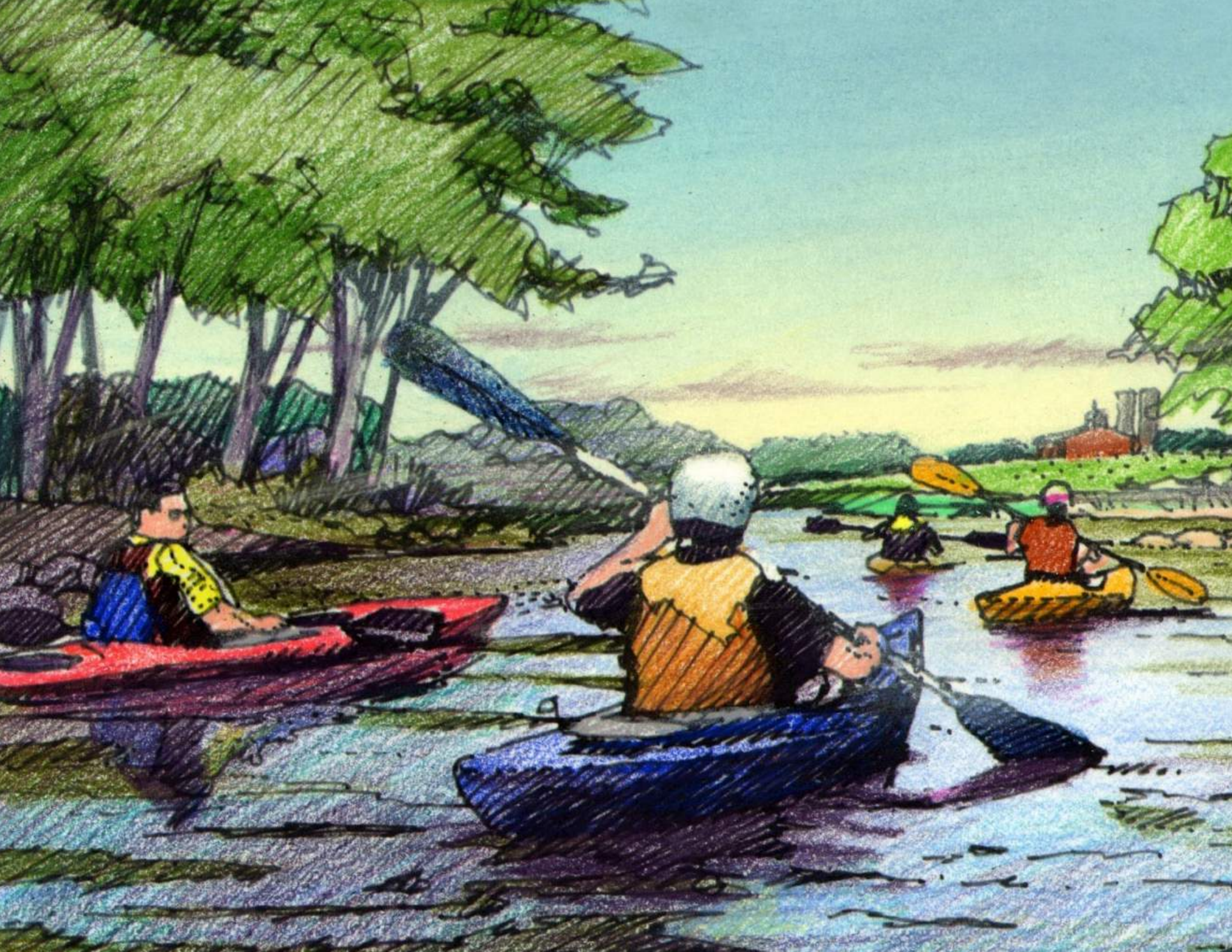
## RIVER'S EDGE ROUTE - SOUTH



**AMERICAN DISCOVERY TRAIL**  
6,800+ miles of continuous, multi-use trail stretches from Cape Henlopen State Park, Delaware, to Pt. Reyes National Seashore, California. When complete, the trail will pass the south gateway to River's Edge.











## *Environmental Value*

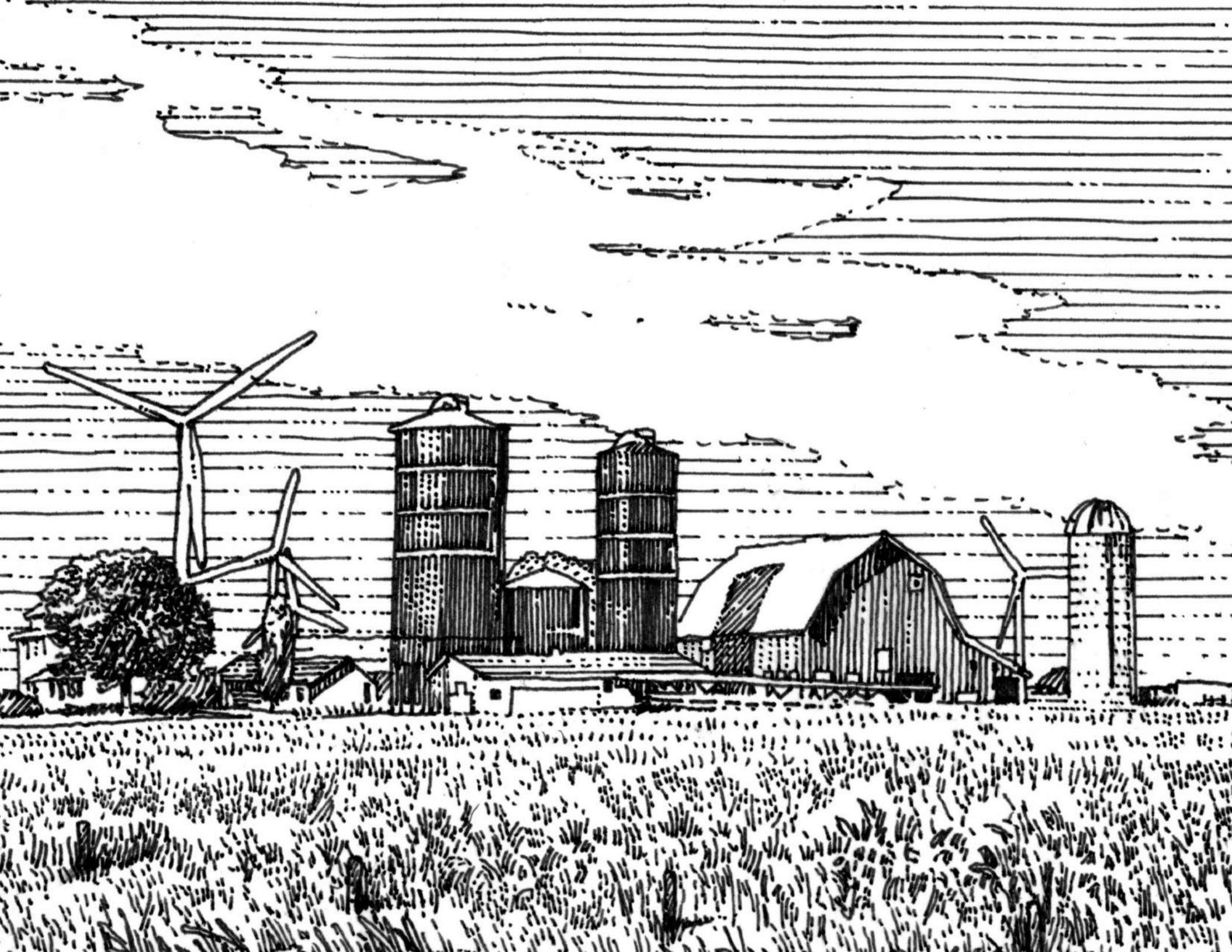
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“It’s exciting to see it develop. Once the trail is completed, it’s going to be a real draw for the area—complimenting what we already have; camping, cabins, trails, and river use. I definitely view it favorably and hope we can market it as a mini-vacation/get-away spot.”

*Wes Wiese, Hardin County Conservation Director*





# Farm



“Small towns and rural communities are facing some major challenges. In many places the future is very uncertain. However, for the communities along the River’s Edge Trail, the project is taking shape to ensure they will thrive for generations to come.”

*Christopher Wieting, IRTB Commission*





## Streetscape



“Iowa River’s Edge Trail is going to be just the tourism and economic boost this region needs! Trails serve as an added quality-of-life benefit—proven to increase property values and foot traffic to local businesses, directly correlating to increased spending in local shops, restaurants, and events.”

*Angela De La Riva, Hardin County Economic Development Director*



The vision for River's Edge takes root from the opinions and perceptions of those who know and understand the communities best—its residents, civic leaders, and community organizations. Through talking to people, all involved in the plan benefited from new ideas, creative barrier resolutions, and sustained excitement for what will become River's Edge. The ideas and concepts stem from community input and a local Steering Committee composed of City staff, advocacy organizations, bike groups, and the Iowa River Trail organization.





## Community Celebration



"I am very excited to be on the front line of Iowa River's Edge Trail. This is an exciting time for our communities to join together and create a connecting piece of history. The two counties and multiple teams involved are all cooperating for the same end goal: an experience worth repeating."

*Brady Winter, Eldora Area Chamber of Commerce,  
Hardin County Trails Commission*



Capturing the essence of the trail, areas of opportunity, and branding emerged from several engagement events such as Bike Chautauqua, targeted interviews, and open houses. Champions on the project Steering Committee are the heart of trail momentum and will be essential leaders moving forward. While their time and energy prove invaluable, they cannot achieve the vision for River's Edge without the support, time, effort, and marketing of all who want to see this experience become a reality.



## Our Trail



“The safety of trail riding versus street riding is going to be a huge draw for families to get out and exercise and explore together. This trail will not only connect the communities and businesses along it, but also the people out using it.”

*Kevin Fiscus, Marshall County Farmer*





# *Vision and Goals*



River's Edge is an experience that....

- Accommodates all user groups.
- Treats placemaking as economic development.
- Ensures continuity among trail elements.
- Protects the environment.
- Involves locals.
- Inspires through art and nature.
- Bridges communities of both town and country.
- Highlights places of energy and those of quiet contemplation.









IOWA  
RIVER'S  
EDGE  
TRAIL

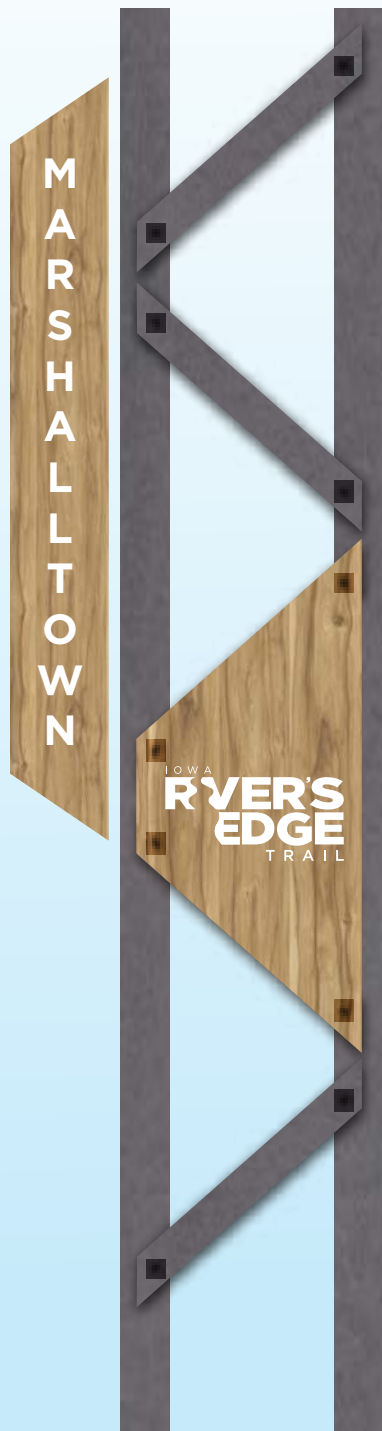
# The Brand

The opportunity to brand one of Iowa's most significant trail segments will provide benefit to the region and clarity to trail users and seekers. The Iowa River has transformed a landscape, both urban and rural into places of wild beauty, agricultural serenity, and the energy of community. The common link between all these landscapes is River's Edge.

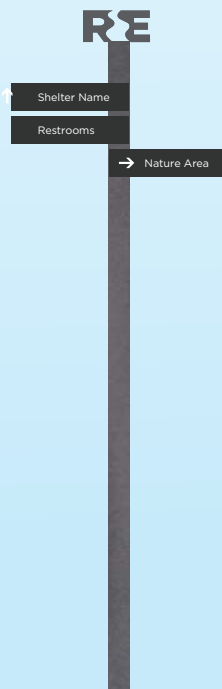
***Vision:*** Create a bold and visually appealing brand that speaks to the anticipation of a variety of different types of nature experiences that engage water, wildlife, recreation, and communities.

## ***Goals:***

- Create a transformational brand—exciting, marketable and one that provides a level of flexibility and longevity.



DISTRICT



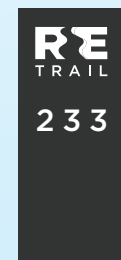
WAYFINDING



INTERPRETIVE



DESTINATION



INFORMATIONAL

# Signage

In coordination with branding, signs are both a functional and a placemaking necessity for River's Edge. Signs are another opportunity to give identity to the trail by indicating to users, through both words and design, that they are on the right path. The beauty of the Iowa River Valley paints its own interpretative elements for users. Signs are the connective and educational element that binds the trail as a related but different experience for every user.

***Vision:*** A system to designate a special place, guide, educate, attract all users, and ensure their safety without overpowering nature's intended experience.

## ***Goals:***

- Inform and interpret the trail's presence.
- Direct users to trail routes and options.
- Reassure users about the correct route.
- Welcome users to destinations.
- Educate about interpretive experiences.



# Trailheads

Trailheads are the gateways to each person's River's Edge experience. Trailheads are the oasis between segments of Iowa River's Edge Trail. The urban arrival from the untamed and rural experience. Trailheads are community gathering places and symbols to invite visitors to explore their town. Each trailhead on Iowa River's Edge Trail presents a unique opportunity for discovery.

***Vision:*** A dedicated place for users to directly access River's Edge, rest along their journey, and discover local communities.

## ***Goals:***

- Exemplify the community image.
- Encourage local exploration.
- Provide relief from the elements and refuel.
- Respect adjacent properties.
- Destinations for residents and visitors alike.







# Bridges



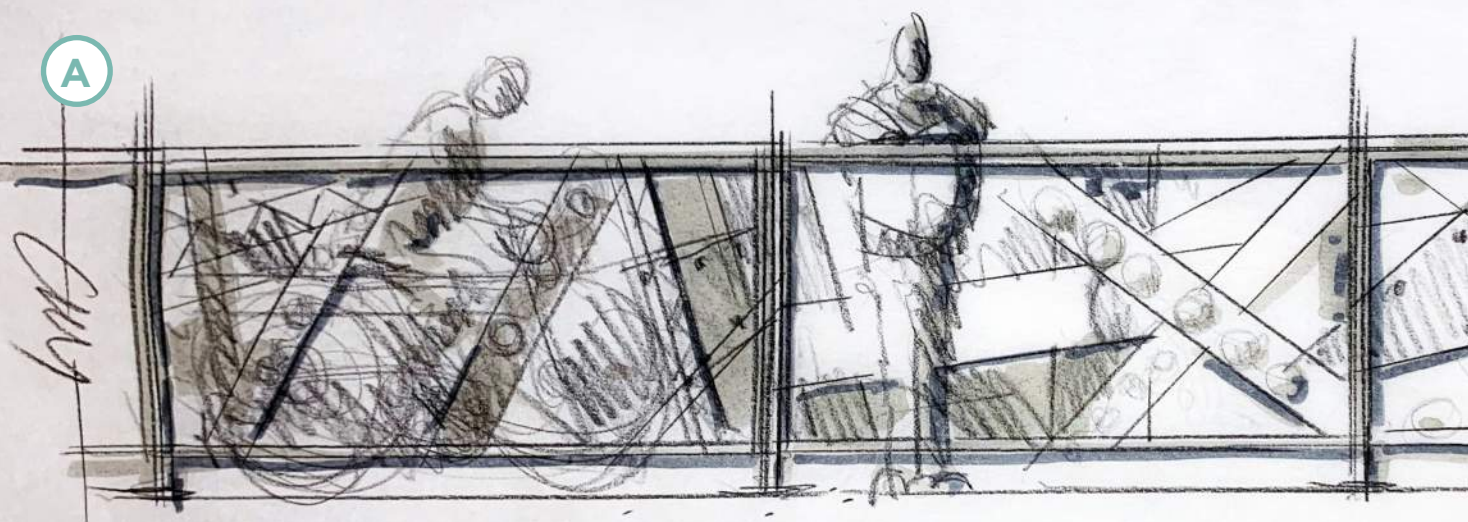
If you love  
art, or if  
you aspire  
to the arts,  
you loved  
nature first.

*Elbert Hubbard,  
Poet Laureate of the  
American Arts and  
Crafts Movement*

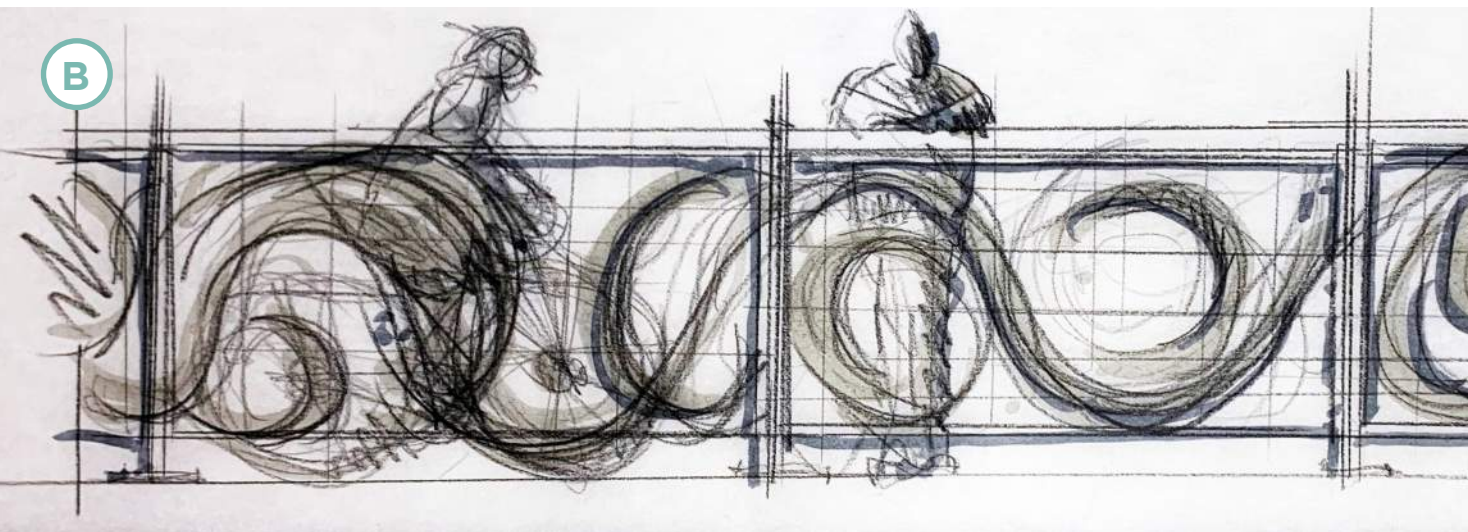
***Vision:*** Each bridge becomes a destination from town to town, marking distinct distances and new vistas—setting the tone for the character of the overall trail, reinforcing themes introduced at each respective trailhead.

## ***Goals:***

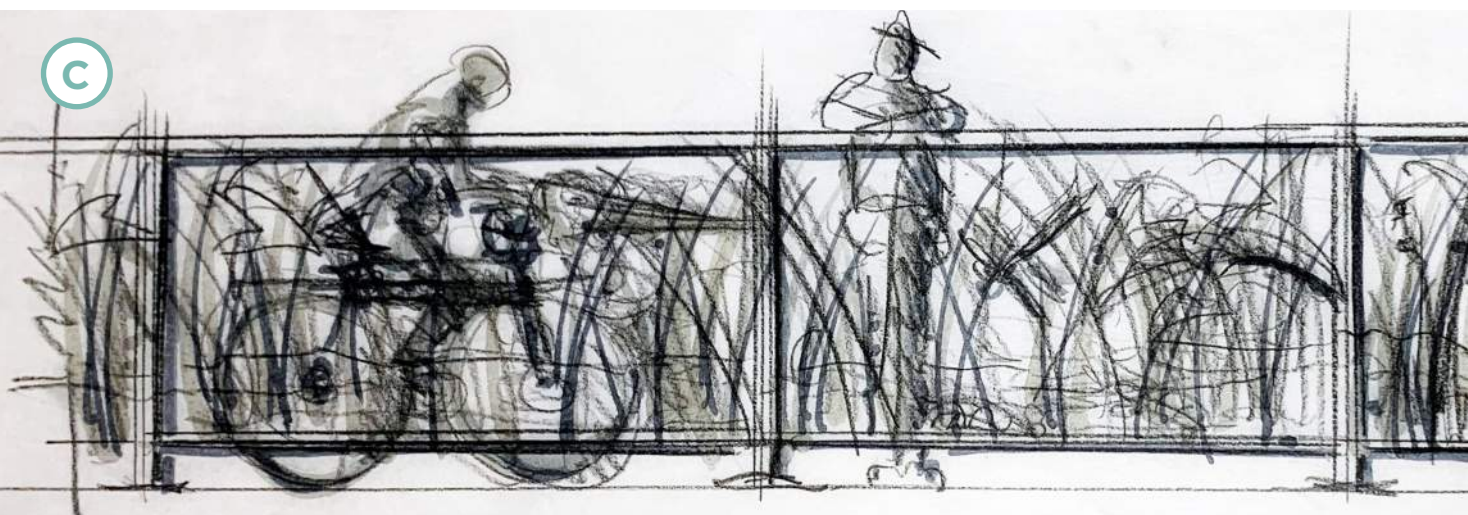
- Get up-close and personal with water.
- Quality nature viewing opportunities.
- Connect to additional experiences adjacent to the trail.
- Provide safe and non-visually obtrusive railing systems.
- Establish a priority for destination bridges.



**A.** The railroad truss bridge is a true vestige of a bygone world. These relics are on the verge of extinction. This is an opportunity to pay tribute to these iron works of art expressed in an abstracted montage of the unique details that define them.



**B.** This U-shaped bend in the course of a river is a reminder that the river is alive. It is ever changing. Minute by minute and year after year, the river is recreating itself. Juxtaposed over the Jeffersonian grid of the Iowa landscape, these oxbows are habitat for some of the rarest amphibians and reptiles.



**C.** Wetlands once dotted the prairie and woodland landscapes that dominated Iowa. They were most common in north and central Iowa in the region known as the Des Moines Lobe. This region is the result of the most recent glaciers that carved through the area 10-14 thousand years ago. Over 94% of Iowa wetlands have been lost.

# Bridges

The bridges over the Iowa River represent the physical and symbolic connections between people and the landscape. The crossings create a rhythm along the trail, inviting people to stop for a moment and take in the incredible views of the river, experience the awesome expanse of nature and the intimate patterns of water below.

The bridges are the best opportunity for the integration of public artwork. Each becoming

a destination from town to town, marking distinct distances and new vistas. They may set the tone for the character of the overall trail, reinforcing themes that are introduced at the different respective trailheads.

Throughout history, bridges have been a part of peoples' memories. They have become the special places where stories are told and people and events are celebrated and commemorated. The bridges

speak to the relationship between the railroad and our agricultural heritage.

The artwork integrated within the structure of the bridges, both large and small, will become part of the textural fabric and identify of Iowa River's Edge Trail. Many opportunities for sculptural railings, abutments, markers, lighting, historic narratives, shade, and sound, will raise awareness and sensitivity to the natural world that surrounds you.



Our region will see positive impact from Iowa River's Edge Trail, not only in increased visitors enjoying the recreational opportunities, but also in economic growth from businesses locating to capitalize on the quality of life amenities. We are confident that locals and visitors alike will enjoy our shops and restaurants, while hiking, biking, or riding the trail. Quality of life offerings are one of the leading drivers in the choice individuals and businesses make in where they want to locate."

*CEO of the Marshalltown Area Chamber of Commerce, Lynn Olberding*







# Art



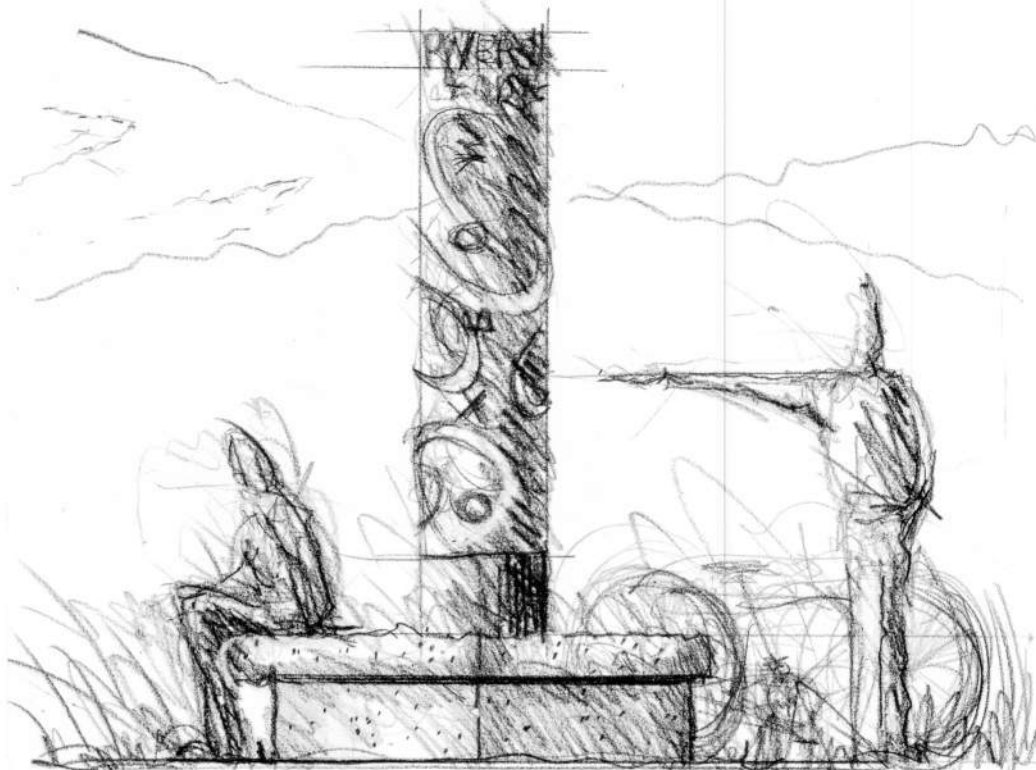
The opportunities to incorporate art and artistic features along the River's Edge are endless...the bridges, trailheads, signage, not to mention the scenery and views are nature's artwork that all will be able to experience.”

*Amber Danielson, Executive  
Director of Alliance*

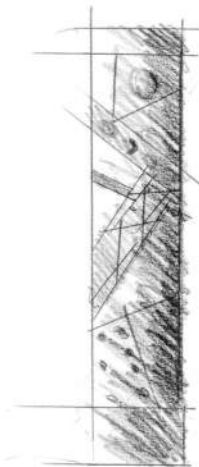
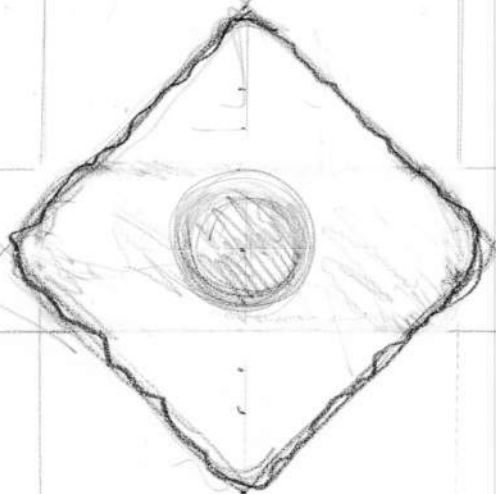
***Vision:*** The artwork will educate, inform, and entertain—attracting and growing new audiences to the trail and adjacent towns.

## ***Goals:***

- Integrate throughout the trail.
- Based on nature and water.
- Reflect awareness of location, scale, and materials.
- Low maintenance and sustainability.
- Be sensitive to moments for the “big impression” as well as the intimate, personal discovery.



Oxbow



# Art

To ride Iowa River's Edge Trail is to be immersed in our natural environment, to wind one's way along a beautiful and ancient river. Integration of art, manifested in many different forms and materials, is the most important visual expression of our love and respect for nature. Art will "tell the story" of the landscape and heighten visitor's trail experience. Thoughtful integration of art will speak to the character and beauty of both the natural environment and the history of the communities along the trail.

Riding or walking River's Edge Trail is an "artful" experience unto itself. Art is part of our everyday existence and inherent in the discoveries we find in nature. It is through nature that we make the most meaningful

connections with our "self." The artwork that is part of the trail experience helps to make this connection even more profound.

There are many opportunities for the integration of artwork throughout the trail. The strategy for the successful development of an art "program" should be based on the concepts of nature and water, which emerged and were emphasized through public input during the planning process. The future integration of artwork needs to reflect a comprehensive awareness of location, scale, materials, maintenance, budget, phasing, and more. It must be sensitive to moments for the "big impression" as well as the intimate, personal discovery. In this way, the artwork will educate, inform,

and entertain, attracting and growing new audiences to the trail and the adjacent towns.

## *Artwork in architecture and site:*

Kiosks at individual trailheads.

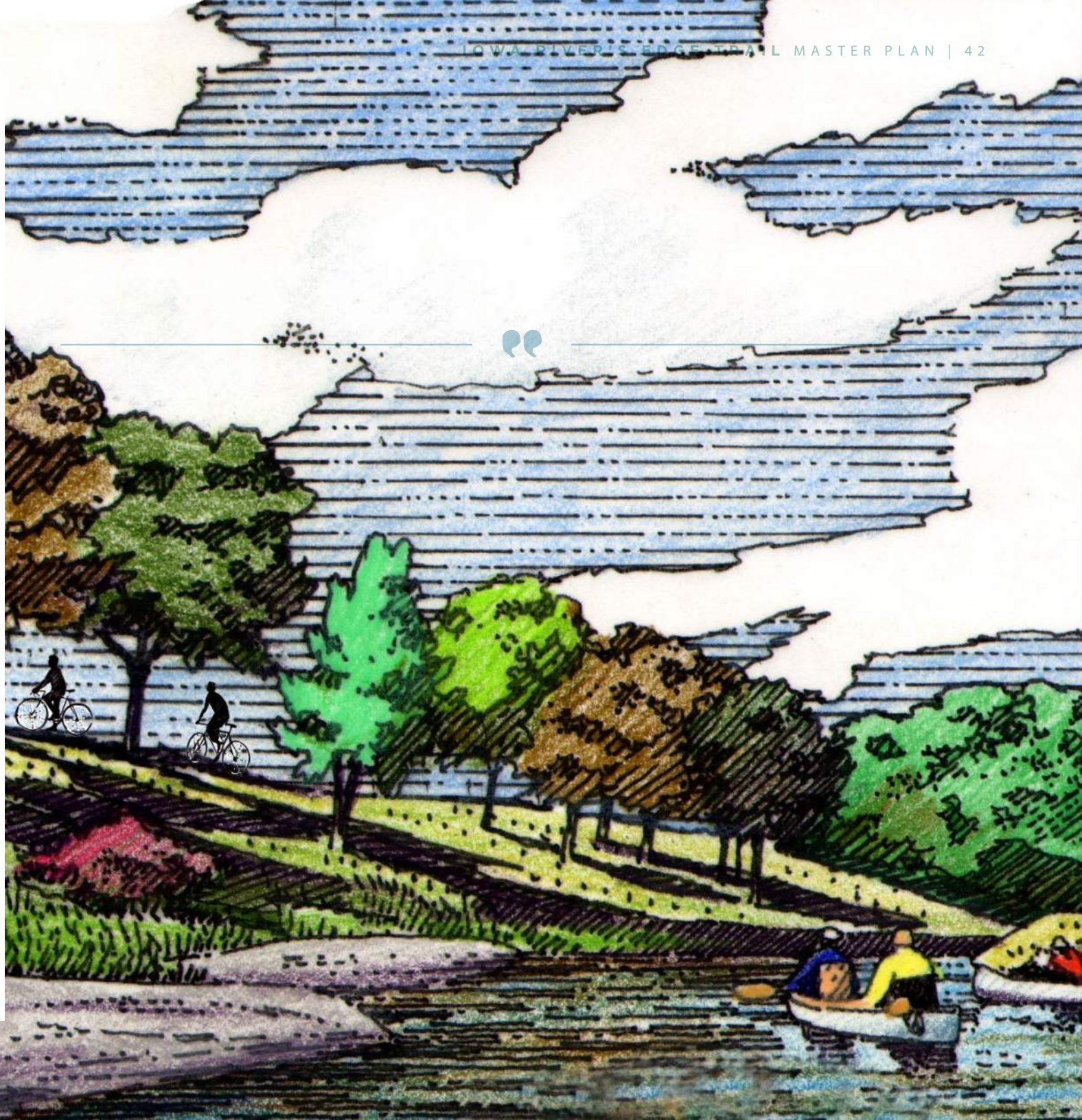
## *Artwork in the infrastructure of the bridges:*

Railings, entrances, abutments, deck, lighting.

*Sculptural artwork:* Benches, pavement patterns, shade structures/canopies, observation platforms/blinds, markers along the trail/historic narrative, individual freestanding sculpture, sculptural lighting along trail, outdoor "galleries"—locations for temporary or changing thematic exhibitions, children's art programming, photography, commissioned "sound" or music integrated into locations above, signage and wayfinding.



Iowa River's Edge Trail Master Plan presents an ambitious and exciting program for the trail, borne out of the local communities' vision for all to find value in the trail. The plan and its scheduling will inevitably change over time. Some projects may advance as opportunities or demands open, while others may appear less desirable over time. However, the overall concept holds the vision and will change the face of this new regional trail opportunity.



## *Moving Forward*

“For economic development, this trail will be one of the most significant things to improve the attractiveness of living in Marshalltown that we have seen in decades. Marshalltown is a meet in the middle place, and this will be yet another reason for groups, conventions, visitors, and families to enjoy what we have to offer. I can’t wait to have our grandchildren enjoy the views and get the exercise that this fine trail will allow.”

*Joel Greer, Marshalltown Mayor*



# *Get Involved!*

Are you inspired by the future of River's Edge Trail?

Do you have an idea, a funding source, or simply want to be part of the transformation?

## **The vision of the plan cannot happen without you. What you can do:**

- Lobby for Trail Amenities in Your Town
- Volunteer for Positions, Events, and Programs Around the Trail
- Positively Connect with River's Edge Towns
- Brag About River's Edge!
- Reach out to TRAILS, Inc., The City of Marshalltown, or Hardin County to get started





# APPENDIX





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Signage  
Trailhead  
Bridge  
Art

# Acknowledgements

## PLAN STEERING COMMITTEE

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*Trails, Inc.*

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*City of Marshalltown*

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Mona Bleeker  
*Hardin County Trails Commission*

Wes Wiese  
*Hardin County Conservation*

## COMMUNITIES

Steamboat Rock  
*Tim Stearns, Mayor*

Eldora  
*David Dunn, Mayor*

Gifford  
*Unincorporated*

Union  
*Stephanie Carson, Mayor*

Liscomb  
*Stacey Nichols, Mayor*

Albion  
*Eric Schmidt, Mayor*

Marshalltown  
*Joel Greer, Mayor*

## ORGANIZATIONS

Trails, Inc.

IRTH Commission

Iowa Natural Heritage Foundation

Region 6 Resource Partners

Marshall County Arts and Culture Alliance

Marshalltown Public Art Committee

National Endowment for the Arts

Martha-Ellen Tye Foundation

City of Marshalltown

Hardin County Conservation

Marshall County Conservation

## CONSULTING TEAM



Des Moines, Omaha, St. Louis  
[rdgusa.com](http://rdgusa.com)

TRAILS, INC.



Martha-Ellen Tye  
FOUNDATION

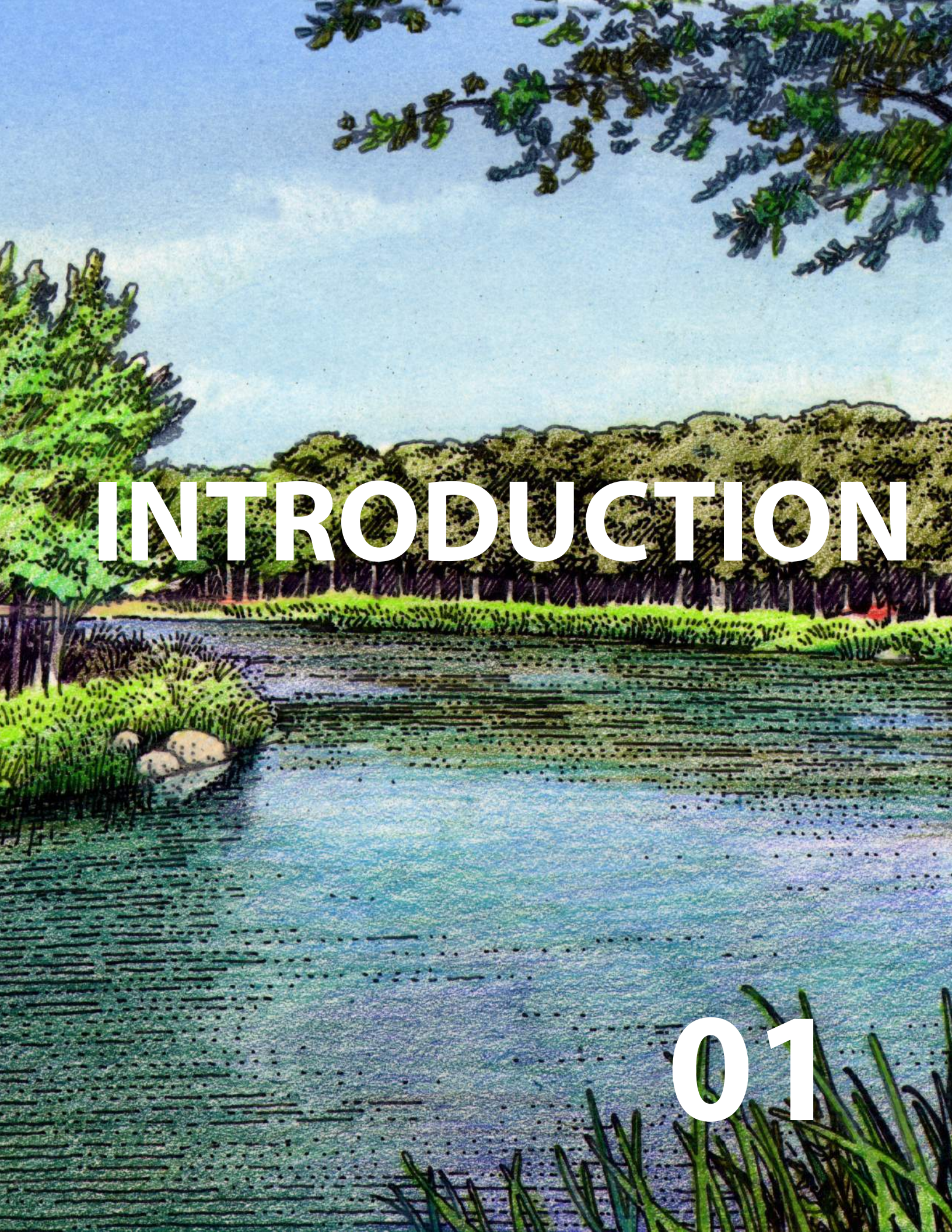


MARSHALLTOWN  
IOWA









# INTRODUCTION

01



# INTRODUCTION

## PURPOSE OF DOCUMENT

**This document helps celebrate this wonderful Iowa asset.**

This document should serve as a framework for future decision making, grant writing, implementation (phasing), and support for marketing efforts. It walks its readers through the background of the project and the planning process and supplements the master plan with additional information that should be pulled from and utilized in all future phases of the project.

This document is meant to be predominantly internal and should be a living, changing document to be updated as the project moves forward.

## AUDIENCE OF DOCUMENT

**This Technical Document provides guidelines on how to execute the development of the amenities along the trail.**

This document should be utilized by community groups such as Trails Inc., the IRTH Commission, the River's Edge Steering Committee, grant writers and funders, and other groups and individuals that get involved in the implementation and updating of the master plan. The language in this document should be tailored to each community, yet cohesively tell the story of the trail in its entirety. Ideally, the language needed can be pulled directly from the page, streamlining efforts and collaboration.

## BUILDING A BRAND

**The evolution of "Iowa River Trail" to Iowa River's Edge Trail**

This process has been an evolution and the name of this trail segment reflects that process. With Trails, Inc. and the IRTH Commission, we sought to purchase sections of land for the trail, it needed a name. To move forward with land acquisition, future grants and paving, the groups used the name "Iowa River Trail." The Steering Committee built off that original identity when they determined this section of the trail needed to be celebrated as its own unique identity.

Utilizing interview feedback and brainstorming sessions to highlight the natural amenities of the area, the group honed in on the river's edge. When traveling this trail, the anticipation of getting to the next water crossing is something to look forward to. The trail cuts through different landscapes and terrain and showcases significant ecological diversity. Multiple bridges and the feeling that one is immersed in their surrounding makes this trail a destination.

Staying true to the history of the area, it was determined that "Iowa River's Edge Trail" was an exciting and marketable brand to move this project forward.

Original Brand



Proposed Brand



*"Provide communities and counties along the Iowa River a guidebook for placemaking and trail development. The Iowa River's Edge Trail should have a feeling of connectivity from community to community, but highlight the individual communities on the trail and their unique qualities."*

## INTRODUCTION



# THE IOWA RIVER

## The Story of Water

During the public engagement process, the resounding message was the beauty of nature and the anticipation of experiencing the next view of the river, crossing over a creek or the desire to explore the oxbows and wetland found throughout the corridor.

The Iowa, or loway, River is named after the loway Indians, who lived along it and used it extensively for fishing and transportation.

They also hunted game along its banks, harvested migrating water fowl, and trapped beavers along its many creeks. In early writings by settlers, the Iowa River was considered placid, and sometimes limpid with fits of flooding.





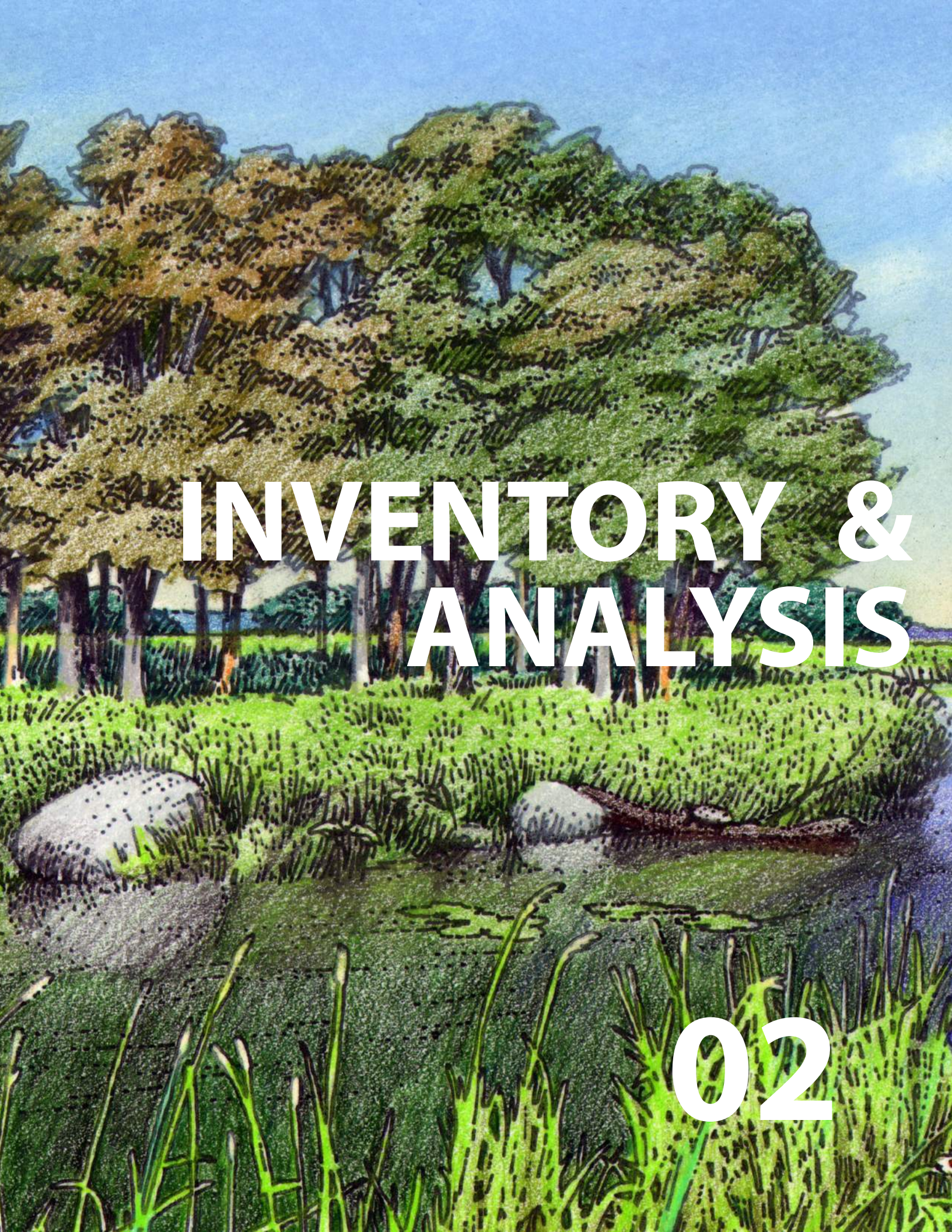
## TRIBUTARY TO THE IOWA RIVER

As settlement continued to take hold, the Iowa River served as a primary mode of transportation. After the civil war, industry and agriculture significantly changed the use of the Iowa River. Today, the Iowa River provides a revealing example of how midwestern rivers have been changed to accommodate urban needs: recreation, water supplies, protection from floods, transportation, and aesthetic pleasure.

“Prairie rivers like the Iowa (River) used to contain very little silt and mud because the prairie grasses and their roots held back water and prevented erosion. So did the trees that lined the banks of rivers and streams. Even the once-numerous beavers helped keep water clear; their dams held back water and allowed silt and mud to settle.” - *Mark Ackleson*







# INVENTORY & ANALYSIS

02



## INVENTORY & ANALYSIS

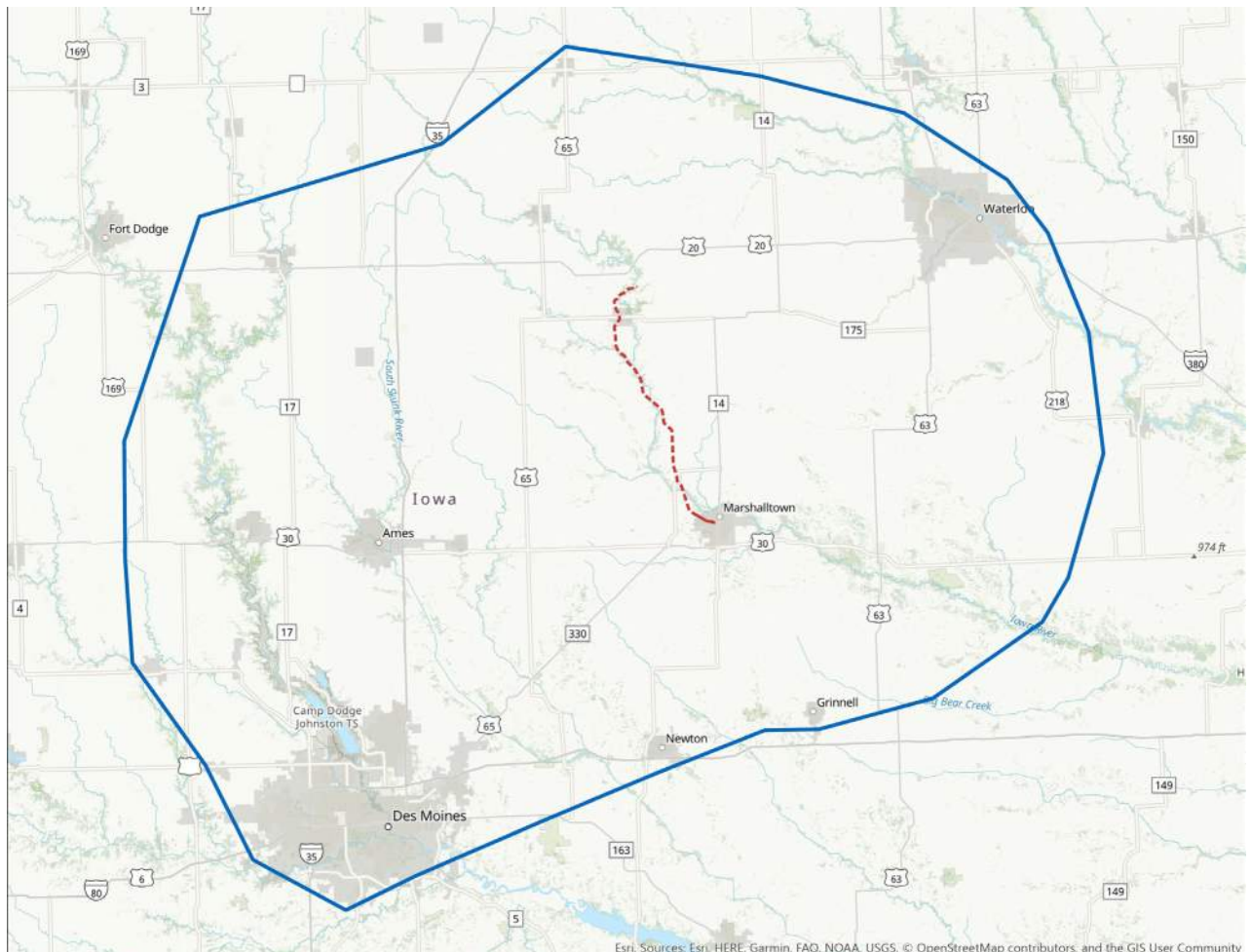
### The Market for the River's Edge Trail

People will travel for experiences. People will travel to be outdoors. People will travel to unique places. River's Edge contains all three of these elements with its unique topography and location along the Iowa River. However, a key concern is making people aware of River's Edge. The market for the River's Edge Trail can include day visitors, overnight visitors, and if marketed correctly, unique trip regional visitors that include River's Edge as part of their travel plans.

A market is an area where households may reasonably consider River's Edge for recreation trips. Importantly, these market areas are for households that may travel to area communities with the primary purpose of recreation. Not that they came to the area for some other reason (business, festivals, etc.) and happen to use recreation amenities while they are here.

### Day Trip Market

The map below shows the day trip market, where residents may entertain River's Edge for activities and return home the same day. Therefore, travel distance is a primary factor for the market area. The area captures Waterloo, Des Moines, Ames, Grinnell, Webster City, and Hampton.



## KEY FACTS

1,009,661

Population



2.5

Average Household Size

36.4

Median Age

\$63,439

Median Household Income

## EDUCATION

8%

No High School Diploma



25%

High School Graduate



31%

Some College



36%

Bachelor's/Grad/Prof Degree

## BUSINESS



36,100

Total Businesses



574,138

Total Employees

## EMPLOYMENT



64%

White Collar



21%

Blue Collar



15%

Services

3.1%

Unemployment Rate

## INCOME



\$63,439

Median Household Income



\$33,165

Per Capita Income



\$130,825

Median Net Worth

## Households By Income

The largest group: \$50,000 - \$74,999 (18.4%)

The smallest group: \$200,000+ (5.5%)

| Indicator             | Value | Difference |             |
|-----------------------|-------|------------|-------------|
| <\$15,000             | 7.8%  | +0.3%      | <div></div> |
| \$15,000 - \$24,999   | 9.1%  | -0.1%      | <div></div> |
| \$25,000 - \$34,999   | 8.6%  | -1.0%      | <div></div> |
| \$35,000 - \$49,999   | 12.9% | -0.1%      | <div></div> |
| \$50,000 - \$74,999   | 18.4% | -1.2%      | <div></div> |
| \$75,000 - \$99,999   | 14.2% | -2.1%      | <div></div> |
| \$100,000 - \$149,999 | 16.7% | -0.6%      | <div></div> |
| \$150,000 - \$199,999 | 6.7%  | +2.3%      | <div></div> |
| \$200,000+            | 5.5%  | +2.4%      | <div></div> |

Bars show deviation from Benton County



# MORE THAN A TRAIL

## Overnight Trip Market

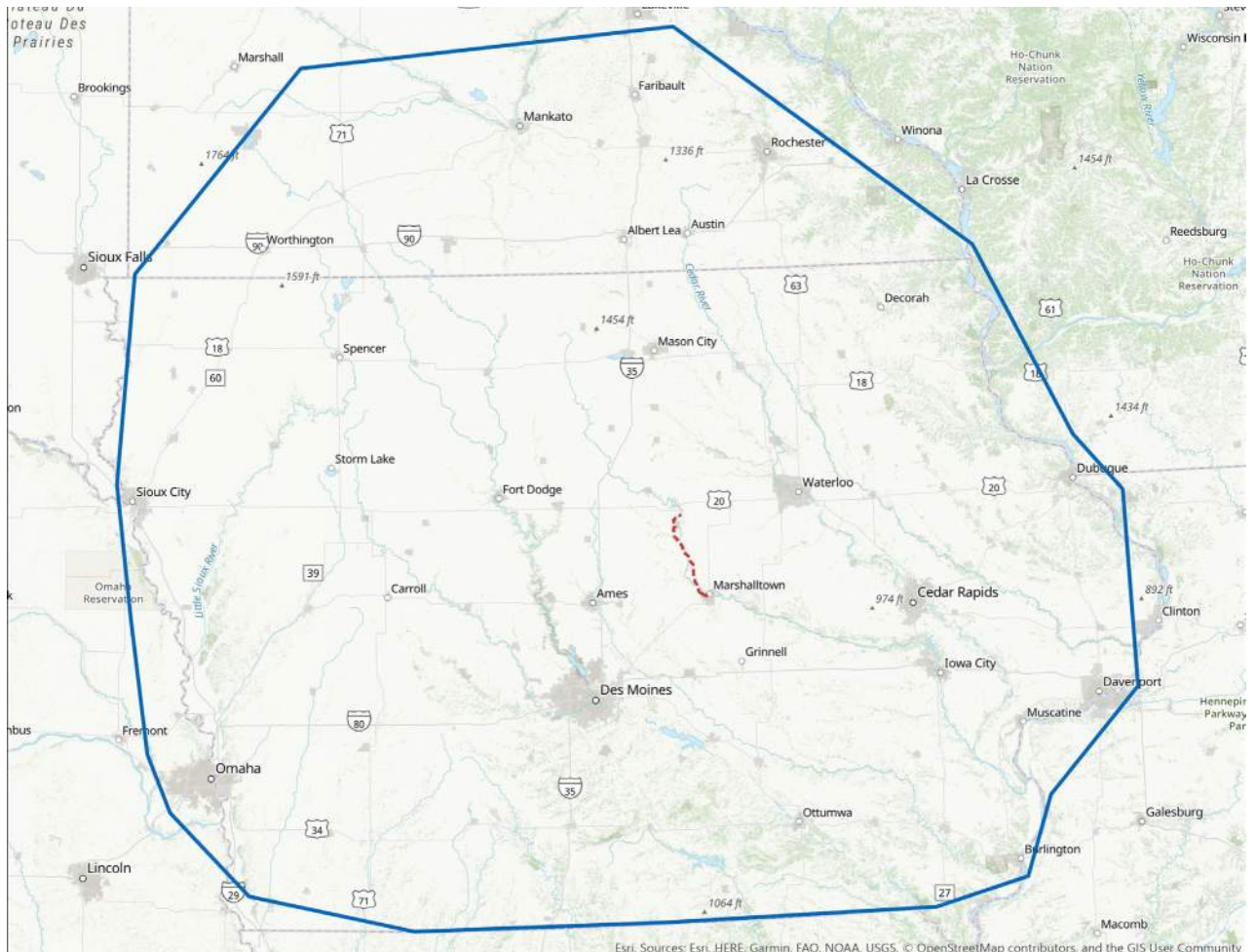
The map below shows the overnight trip market, areas where residents may entertain the River's Edge area for an overnight trip that may include camping or other recreational activities. Factors that will pull households to recreation destinations include attraction to unique recreation opportunities, high quality facilities, marketing, and the “package” of amenities available on their trip. The market area captures several larger metros like Omaha, Sioux City, Dubuque, Davenport, and Cedar Rapids.

Several factors contribute to the determination of the overnight trip market:

1. Areas in Iowa and southern Minnesota may look to the Iowa River Valley for a change in topography and amenities not available in their communities like a regionally connected trail system.

2. Households in metro areas like Omaha, and Davenport may not consider the Iowa River Valley as a first choice for outdoor recreation. However, desires to get out of the city can lead people to look for unique opportunities.
3. The package of amenities around the Iowa River Valley including fishing, the Des Moines metro, and others are attractive features for affordable weekend camping trips.
4. The market area is generally within a three-hour drive or less.

*2014 outdoor consumer segmentation study conducted by Outdoor Industry Association*



## KEY FACTS

4,871,886

Population



2.5

Average Household Size

38.4

Median Age

\$60,449

Median Household Income

## EDUCATION

8%

No High School Diploma



29%

High School Graduate



32%

Some College



31%

Bachelor's/Grad/Prof Degree

## BUSINESS



189,993

Total Businesses



2,745,923

Total Employees

## EMPLOYMENT



61%

White Collar



25%

Blue Collar



14%

Services

2.9%

Unemployment Rate

## INCOME



\$60,449

Median Household Income



\$31,855

Per Capita Income



\$134,619

Median Net Worth

## Households By Income

The largest group: \$50,000 - \$74,999 (19.5%)

The smallest group: \$200,000+ (4.7%)

| Indicator             | Value | Difference |  |
|-----------------------|-------|------------|--|
| <\$15,000             | 8.7%  | -0.5%      |  |
| \$15,000 - \$24,999   | 8.9%  | -2.7%      |  |
| \$25,000 - \$34,999   | 8.7%  | -4.8%      |  |
| \$35,000 - \$49,999   | 13.5% | -1.8%      |  |
| \$50,000 - \$74,999   | 19.5% | -1.0%      |  |
| \$75,000 - \$99,999   | 14.2% | +1.3%      |  |
| \$100,000 - \$149,999 | 16.1% | +2.0%      |  |
| \$150,000 - \$199,999 | 5.6%  | +3.6%      |  |
| \$200,000+            | 4.7%  | +3.7%      |  |

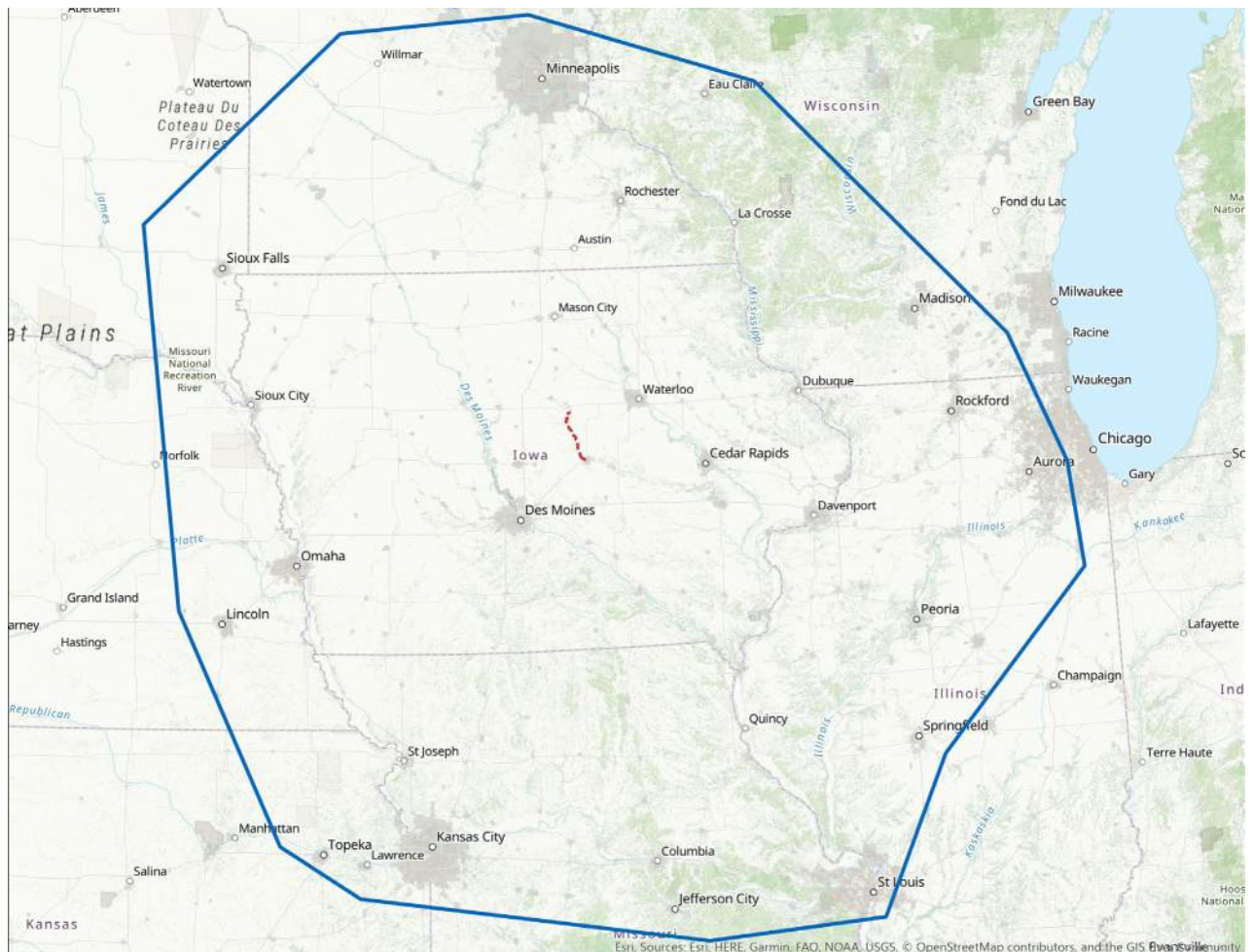
Bars show deviation from  
Adair County

Source: This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2019.

## INVENTORY & ANALYSIS

### Aspirational Market

The map below shows an aspirational market, an area that the River's Edge Trail can aspire to draw visitors from as a result of strategic marketing strategies and word of mouth. These areas may be attractive for visitors that are in the area for other activities or are dedicated bicycle tourists looking for new adventures. The market area captures several larger metros like Minneapolis, Sioux Falls, Kansas City, St. Louis, western Chicago suburbs, and Madison.



## KEY FACTS

4,871,886

Population



2.5

Average Household Size

38.4

Median Age

\$60,449

Median Household Income

## EDUCATION

8%

No High School Diploma



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## BUSINESS



189,993

Total Businesses



2,745,923

Total Employees

## EMPLOYMENT



61%

White Collar



25%

Blue Collar



14%

Services

2.9%

Unemployment Rate

## INCOME



\$60,449

Median Household Income



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Median Net Worth

## Households By Income

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| \$200,000+            | 4.7%  | +3.7%      |  |

Bars show deviation from Adair County

Source: This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2019.

## INVENTORY & ANALYSIS

### COMMUNITY TO COMMUNITY

#### Connecting the Seven Communities

One of the key components of this plan is collaboration between communities. Each town is truly unique, and each town has a role to play in the River's Edge experience. Trails and greenways are community-based projects, and every project needs broad local support to be a success

- **Exploring Communities** - The River's Edge Trail will provide its users with a tool to experience neighboring communities in a safe and active environment with a beautiful view along the way. Small and rural towns, like those along this stretch of trail, have great potential for creating viable networks that serve residents and visitors.
- **Discovering Community Assets** - The dispersion of towns along the trail makes the route particularly appealing for active transportation. With no more than 6.8 miles between each town, users are comforted to know amenities are always close. But these towns add much more than a refuge for trail users. They represent a history of water- and rail-oriented development and current agricultural hubs for the local economy.
- **Planning for the Future** - Making a place welcoming, beautiful, and usable for the community while also creating an attractive setting for new business investment is a key step in development and ensuring a vibrant future for communities. This is no small task and there are a variety of economic development and revitalization tactics to utilize. However, creating access to high quality, multi-modal recreation trails is one tool that has been shown to be a powerful economic engine for small towns and rural communities.

### COMMUNITY TO RURAL

#### Connecting the Seven Communities and Two Counties

This area of the state is geologically diverse with a plethora of natural amenities along the Iowa River. Formally, through the city, county and state parks, but also informally, one can discover hidden gems that shift from limestone outcrops to birding experiences to environmental education (not to mention transportation) 365-days a year.

- **Celebrating Community and Rural Lifestyles** - According to the FHWA's Planning for Transportation in Rural Areas, 75 percent of America's 3,000 counties qualify as rural and cover 81 percent of the land area. In the case of Hardin and Marshall County, respectively, the River's Edge Trail provides comfortable linkages to extend public lands into their surrounding communities.

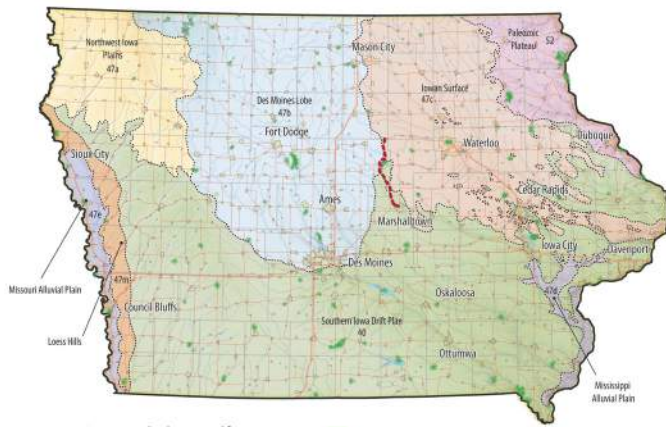
### PEOPLE TO NATURE

#### Connecting the Seven Communities Together

- **Iowa River** - The Upper Iowa River is the most widely-recognized river in the state. As a premier recreational river in the region, it is used heavily for canoeing, swimming, fishing, and tubing. With conversations about mitigating the low-head dam in Steamboat Rock, this section of the Iowa River is prime to serve as an extension of recreational amenities for the region. Paddle sports are growing in popularity around the country. The River's Edge Trail will attract multiple user groups and their families.
- **Tributaries** - Several major creeks and streams feed into the Iowa River. Everyone is connected through their watershed address and better connection between individuals and communities will strengthen the understanding that what we do on land impacts those downstream.
- **Wetlands and Oxbows** - Iowa has lost nearly 95% of its original wetlands, but this land is some of the most productive habitat on the planet. Wetlands and oxbows support high concentrations of animals and serve as a nursery for many of these species. They also provide a range of ecosystem services that benefit all of us including water filtration, storm protection, flood control, and recreation.
- **Diverse Landscapes** - The landscape along the River's Edge Trail varies as one travels from north to south. This allows users to experience dramatic vertical limestone palisades, forest bluffs, open savanna and prairie areas, and the heartland of Midwest agriculture.



## IOWA LANDFORM REGIONS



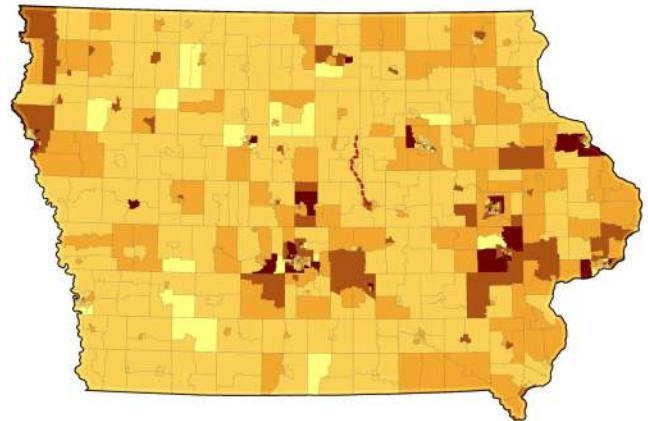
## MAJOR AND MINOR IOWA RIVERS



## IOWA RIVER WATERSHED



## POPULATION GROWTH AREAS IN IOWA



# COMMUNITY INVENTORY

## Community Values

The dispersion of towns along the trail makes the route particularly appealing for active transportation. With no more than 6.8 miles between each town, users are comforted to know amenities are always close. But these towns add much more than a refuge for trail users. They represent a history of water- and rail-oriented development and current agricultural hubs for the local economy. Each town is truly unique and has a special role to play in the River's Edge experience.



## STEAMBOAT ROCK, IOWA

Steamboat Rock is a primary gateway to the Iowa River Greenbelt in northern Hardin County. The City was platted in 1855 and named for a large rock on the river bluff which is said to resemble a queue of steamboats from a distance.

Highlights of the community include:

- The Boat Club—Also known as the Iowa River Conservation and Improvement, the Boat Club has served the area for many years, hosting regular events. Set just above the dam on the Iowa River, it is an excellent destination for those canoeing down the river. It is just south of the Pine Ridge Campground.

- Washington Square—Located in the heart of Steamboat Rock, the old schoolhouse (now called the Community Center) sits proudly on the grounds. This piece of land holds many memories of recess time when the building occupied grades K-12 for many years. The old equipment was torn down and replaced with a new playground, a shelter house and a basketball court, making it a great place for families to gather.

Population: 310



### LEGEND

- Iowa River's Edge Trail Built / Paved
- - - Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails
- American Discovery Trail



## INVENTORY & ANALYSIS

### ELDORA, IOWA

Eldora is a community guided by small-town values, preservation of historical, cultural and natural heritage, and is home to Pine Lake State Park. The name Eldora was given to the town by a local mother in honor of her dead infant daughter. It is derived from the Spanish name for “the gilded.” The city is most famous as a filming location for the 1996 movie *Twister*. The climactic final scene was shot in the old Follett house in Eldora (which is now a private home).



*Rock-n-Row Tubing Adventure*

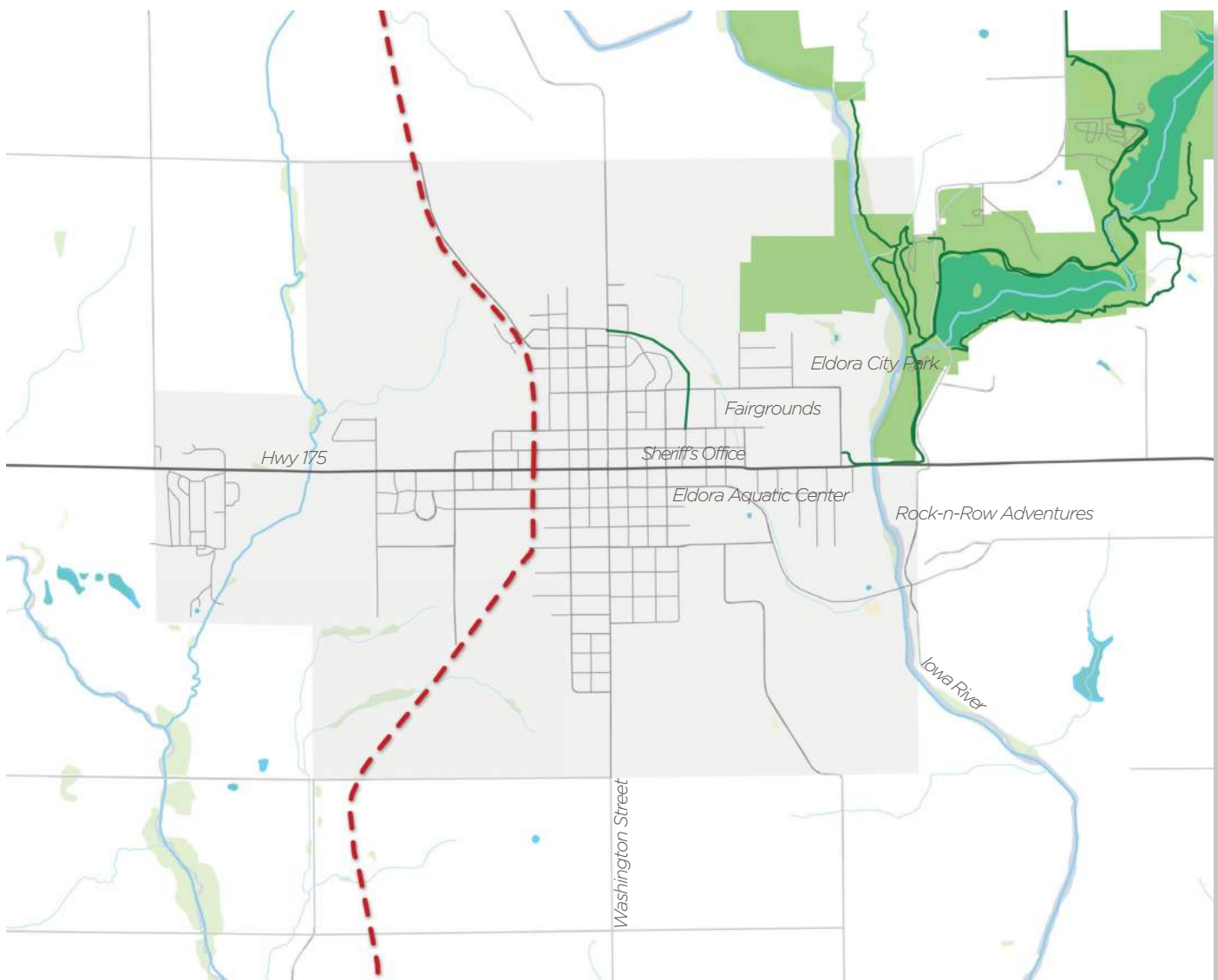
Highlights of the community include:

- Pine Lake State Park—This 668-acre park is a mix of woodlands of towering white pines and rare ferns, sandstone outcroppings and lakes along the Iowa River. Dedicated in 1929, it is among the earliest state parks in Iowa. Much of this park was shaped by the work of the Civilian Conservation Corps. The park features picnic areas, shelters and a lodge, along with cabins and additional camping opportunities.
- CCC POW Museum—This Civilian Conservation Corps and military museum offers an abundance of history for the community and history of governmental programs that helped develop the area. A building on the property is on the National Historic Register.
- Eldora Welcome Center & Railroad Museum—Located in Memorial Park, this attraction features the Owasa Depot and a caboose rail car. The Welcome center also provides information on businesses in the area and information about things to see and do.

Population: 2,732



*Eldora Town Square*



## LEGEND

- Iowa River's Edge Trail Built / Paved
- - - Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails
- American Discovery Trail

# Community Inventory

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## GIFFORD, IOWA

Gifford was named after C.T. Gifford, who was instrumental in bringing the railroad there. Gifford was once a major railroad junction town where the north-south railroad line of the Iowa River Railroad intersected with the east-west line of the Chicago Northwestern Railroad. Today Gifford is comprised of a few blocks of residential homes, an active quarry, and a local church. Every year on the Fourth of July, Gifford draws hundreds of people from around the area for one of the largest July 4th parades in this part of Central Iowa.

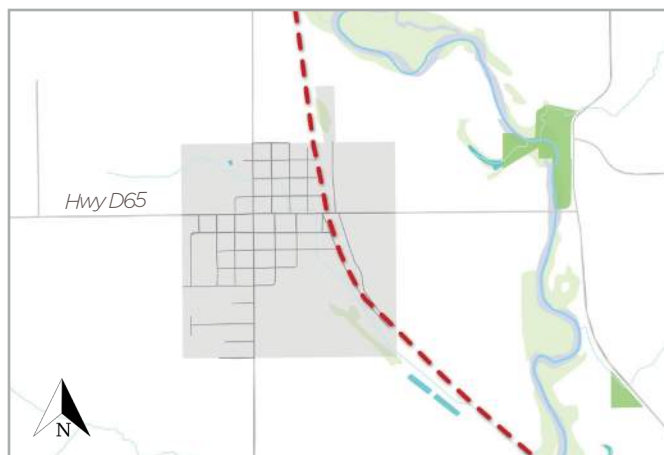
*Unincorporated*



## UNION, IOWA

Union is a small rural village of approximately 400 residents that was the first community in what is now Hardin County. While the community was historically a hub for lumber, flour, and coal, today it is one of the richest agricultural areas in the world. Union is located on bluffs west of the Iowa River. Each summer, the community supports Tar Heel Days, which celebrates the first settlers who came from North Carolina. Union has a golf course with a restaurant and is near two Hardin County parks along the Iowa River, including Daisy Long Park which features a campground.

Population: 397



# Community Inventory

## LISCOMB, IOWA

Liscomb is a former railroad town along the Iowa River Railroad that was named after an official that worked with the railroad. The community grew with the railroad and at one time was home to many businesses. Today the community supports agriculture, anchored by the Mid-Iowa Co-op.

Population: 301



## ALBION, IOWA

Albion was originally named Lafayette, but the name was changed to Albion in 1852. Jesse James and his family spent time in Marshall County in the late 1870's. The Albion hotel along Highway 330, where they stayed, is still standing but has been converted to a home. Albion overlooks the Iowa River abutting Highway 330 that links the Des Moines metro area with Waterloo-Cedar Falls. It is home to a newly constructed library and museum, a large community center, and the "Market Off Main," a unique store offering locally produced foods and items.

Population: 505



## LEGEND

- Iowa River's Edge Trail Built / Paved
- - - Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails
- American Discovery Trail

### MARSHALLTOWN, IOWA

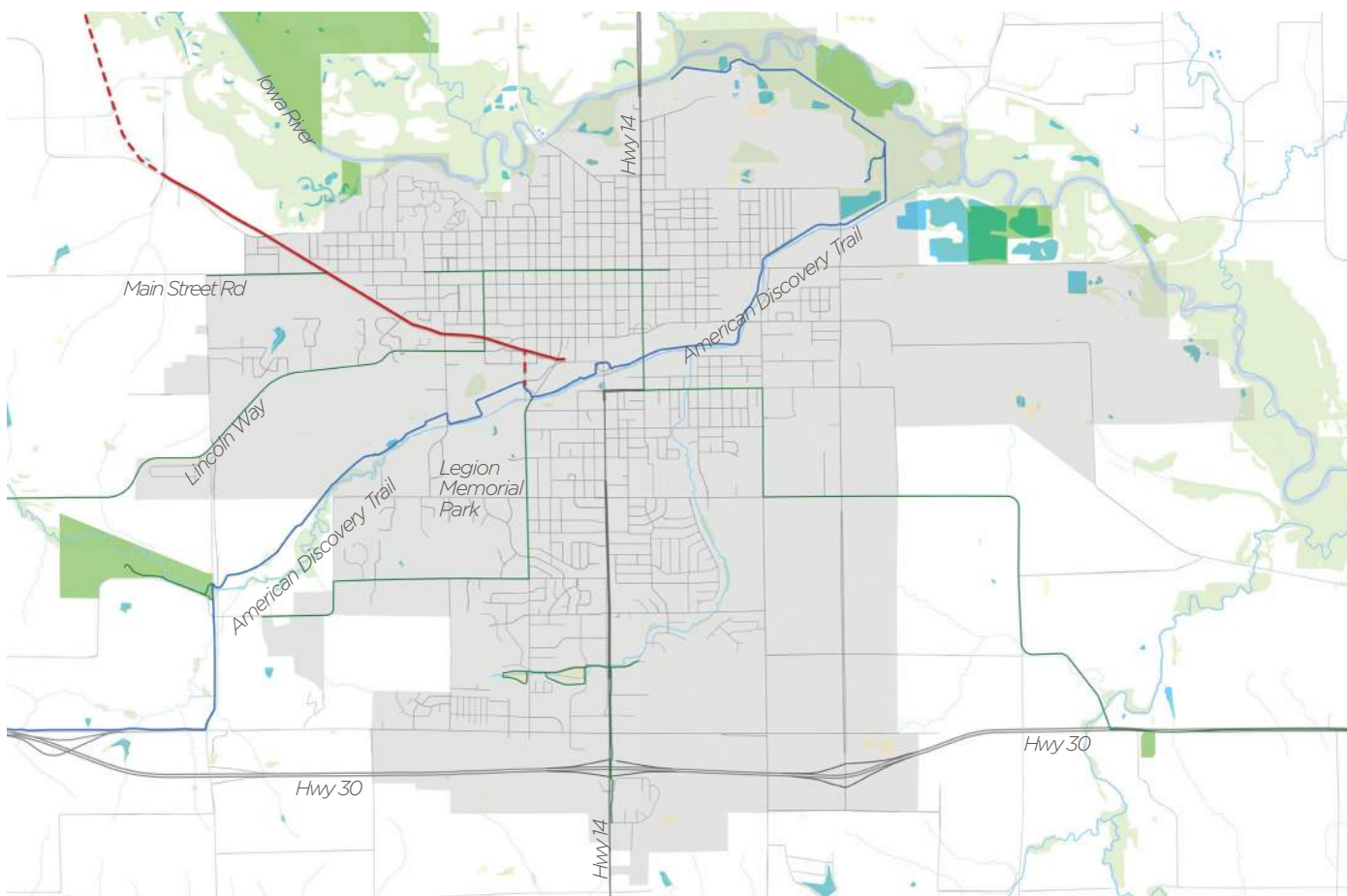
Marshalltown is the county seat of Marshall County. The first European settler Henry Anson described what he saw in the early 1850's as "the prettiest place in Iowa." With the help of Potawatomi chief Johnny Green, Anson persuaded early settlers to stay in the area. Many industries developed in Marshalltown including Fisher Controls, Lennox International and Marshalltown Company.

Highlights of the community include:

- Cultural Diversity – Marshalltown is home to a growing minority population. With more than 25% of the population identifying as Hispanic and a growing segment from Myanmar the cultural climate is one which offers unique opportunities. In the downtown more than 10 active businesses are owned by minorities. The school district has a majority minority population with more than 50 languages spoken.
- 13th Street District—Echo is a stainless-steel sculpture that stands 340 feet tall. This public art piece is the center of festivals held on 13th street. The Freedom Mural was implemented by Beau Ragland and commemorates the veterans of the armed services who have sacrificed so much for our country. Futsal courts, health services, retail, food & drink establishments, fill the district.
- Iowa Veterans Home – Marshalltown is home to the State Veterans Home which is a major employer and home to hundreds of Veterans who have served in the military. The 150-acre site is at the northern gateway of the 13th Street District.
- Marshall County Courthouse—John C. Cochrane of Chicago (who co-designed the State of Iowa Capitol building) designed the courthouse, which was constructed from 1881–1886. Ongoing renovations have preserved the integrity of the original architecture.
- Historic Downtown District/Main Street Community – The variety of historic buildings which surround the County Courthouse and line five blocks of Main Street feature retail, services, government buildings, offices and food & drink establishments.
- Marshalltown Public Library—This was the first newly constructed Gold LEED-certified library in Iowa and was the winner of the 2013 National Medal for Museum and Library Service. The Infinite Chandeliers, inspired by the 1941 short story *La Bibliotheca de Babel* by Jorge Luis Borges, hang in the lobby.
- Iowa Great Place Community – Designated an Iowa Great Place since 2014, Marshalltown has focused efforts on public art with the installation of Echo on 13th Street and Drills at the Marshalltown Roundhouse.
- Linn Creek Recreational Trail—This 8-mile segment of a 17-mile hard-surfaced linear trail extends from Riverview Park to the town of Melbourne. The trail has several short loops that provide a variety of outdoor opportunities in and around town. Trail users can observe views of the river bottom timber and marshes, as well as prairie grasses and wildflowers.
- On July 19, 2018, at 4:32pm local time, an EF3 tornado with peak winds of 144 mph devastated the north side of town. It destroyed the spire from the top of the courthouse (which is on the National Register of Historic Places), along with several homes, businesses and historic downtown buildings. It left a path of destruction 1,200 yards wide and just over 8.9 miles long. Fortunately, there were no deaths as a result of the storm.

Population: 27,552





## LEGEND



- Iowa River's Edge Trail Built / Paved
- - - Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails
- American Discovery Trail

# COUNTY INVENTORY

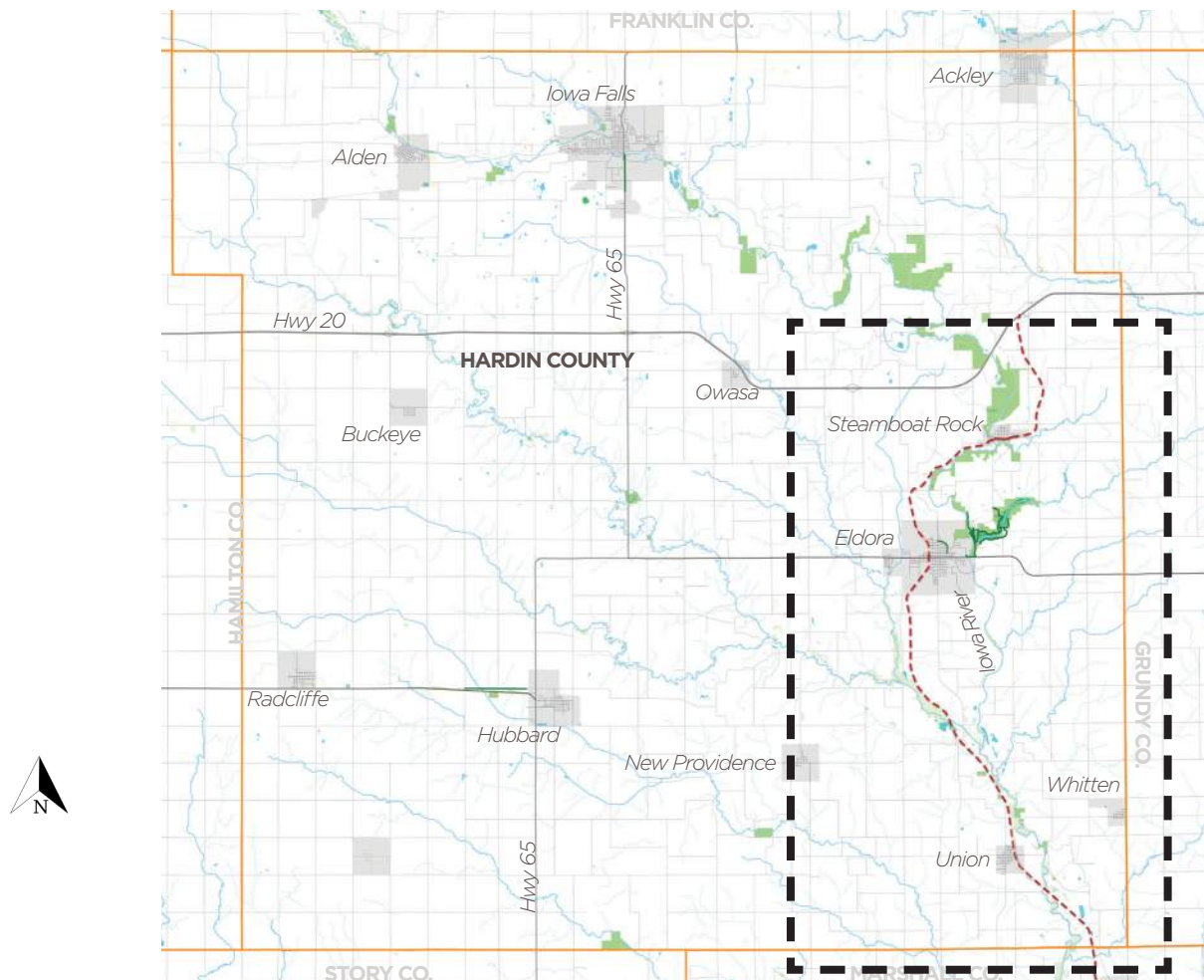
## Hardin County

Hardin County is a county located in the U.S. state of Iowa. As of the 2010 census, the population was 17,534. The county seat is Eldora. The county was named in honor of Col. John J. Hardin, of Illinois, who was killed in the Mexican–American War.

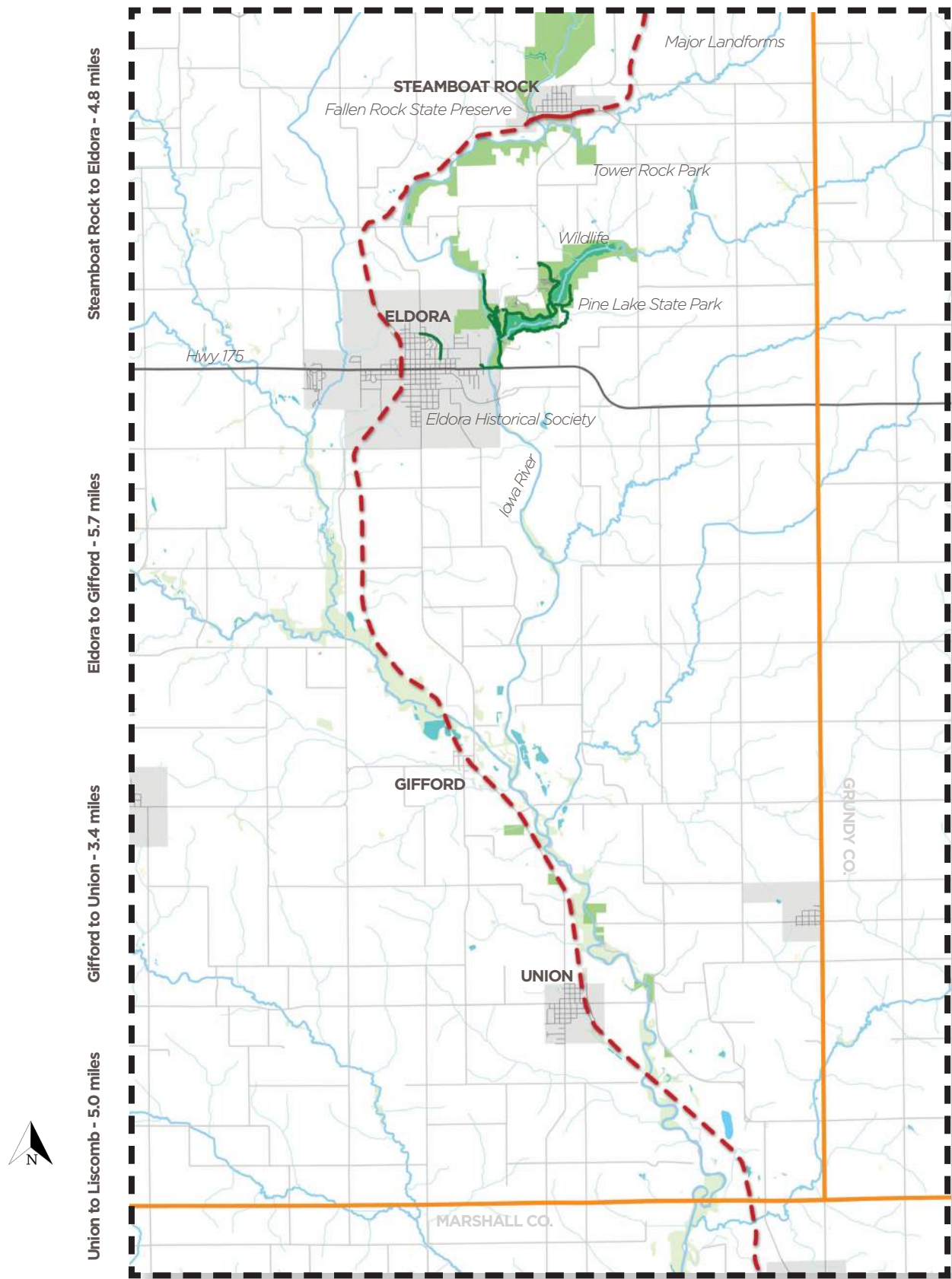
- Area: 570 mi<sup>2</sup>
- Population: 17,048 (2017)
- County seat: Eldora
- Points of interest: Pine Lake State Park, Calkins Nature Area,
- Gold Rush in Hardin County detailed in Nature Center
- Pioneer cemeteries in Hardin County

## LEGEND

- Iowa River's Edge Trail Built / Paved
- - - Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails



River's Edge Route - North





## INVENTORY & ANALYSIS

### Marshall County

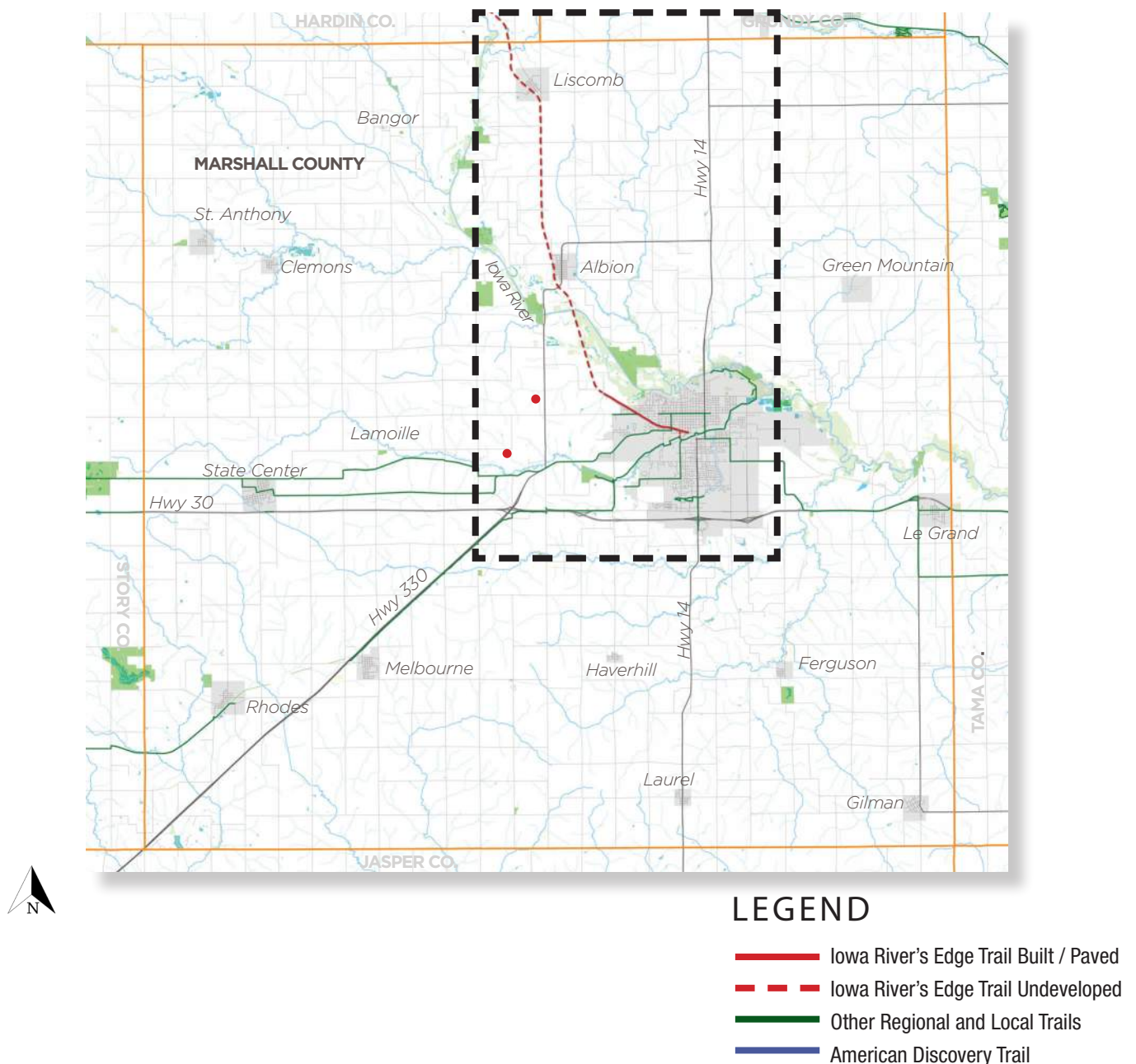
Marshall County is a county located in the U.S. state of Iowa. As of the 2010 census, the population was 40,648. The county seat is Marshalltown. The county was formed on January 13, 1846 and named after John Marshall, Chief Justice of the United States Supreme Court.

- Area: 573 mi<sup>2</sup>
- Population: 40,288 (2017)
- County Seat: Marshalltown

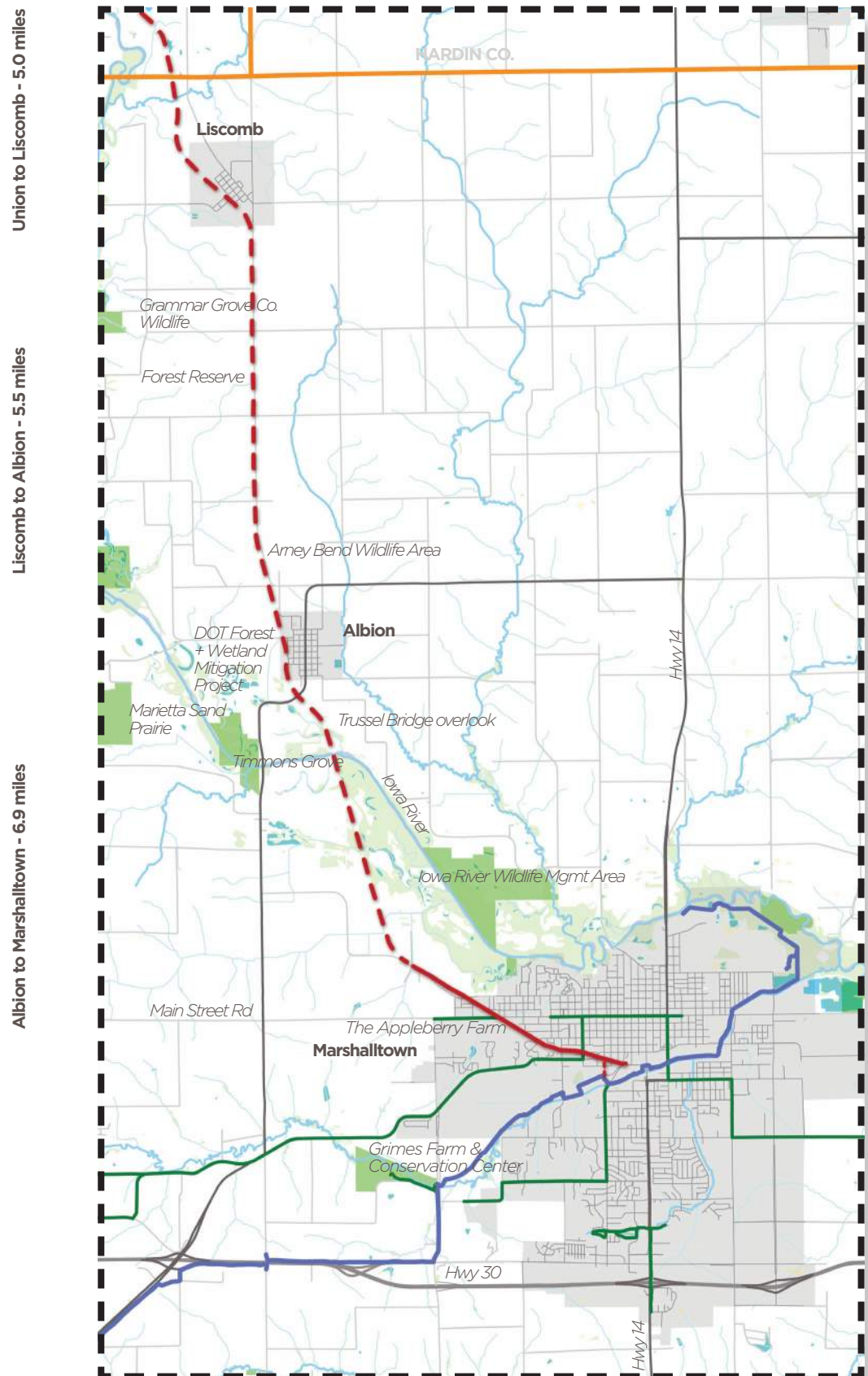
- Points of interest include:

- > **The Appleberry Farm**—This location features 20 different varieties of apples that you can pick for purchase, along with fresh cider and other treats. They offer fresh produce in the spring and summer, seasonal sweet corn and strawberries and holiday decorations and gifts.

**Grimes Farm & Conservation Center**—This interpretive nature center features environmental education displays and a natural outdoor playscape. An observation tower and hiking trails provide an up-close experience through forests, wetlands, prairies and crop fields.



## River's Edge Route - South



# TRAIL INVENTORY

### American Discovery Trail

In 1989 the American Hiking Society envisioned a coast-to-coast multiuse trail that would link cities, towns, wilderness areas, forests, and deserts. The American Discovery Trail (ADT) is 6,800+ miles of continuous, multi-use trail, connecting 15 states, and stretches from Cape Henlopen State Park, Delaware, to Pt. Reyes National Seashore, California. It reaches across America, linking community to community in the first coast to coast, non-motorized trail. The ADT provides trail users the opportunity to journey into the heart of all that is uniquely American — its culture, heritage, landscape and spirit.

### General Overview of State History

Iowa was landscaped during the Ice Age by four massive glaciers that smoothed out some of the hills and left perhaps the most fertile soil in the world. Farms take up about 90 percent of the gently rolling land that produces more corn and beans than any other state, as well as many other crops. Iowa is also the leading manufacturer of farm and road construction machinery. Iowa became a part of the United States in 1803 with the Louisiana Purchase and the twenty-ninth state in 1846. The state's nickname, the Hawkeye State, is said to honor Chief Black Hawk who led the Sauk and Fox tribes during the Black Hawk War of 1832.

### ADT Detail: Waterloo to Marshalltown

The Waterloo-Cedar Falls metro area is where the ADT turns south onto the Sergeant Road Trail to Hudson, and then on farm-to-market roads to Voorhies and then west to Reinbeck. From there, through Morrison to Grundy Center, the ADT is on the Pioneer Trail, another packed limestone rail-trail. Again, on farm-to-market roads, the ADT heads south to Beaman, then turns west and joins the Comet Trail to Conrad, where back roads take the ADT into Marshalltown. There, the ADT is on local trails, then less-traveled roads going southwest to the Heart of Iowa Trail.

### Marshalltown to Des Moines

The Heart of Iowa Trail, which is partially detoured because of construction, begins south of Marshalltown at Melbourne, continuing through Rhodes, Collins, and Maxwell, to Slater. There, after a few miles on back roads, it meets up with the Saylorville and Neal Smith trails, which take the ADT into Des Moines.

Iowa (512 miles)

#### Affiliated trails

- Riverfront Trail
- Hoover Nature Trail
- Cedar River Trail
- Cedar Valley Nature Trail
- Cedar Valley Lakes Trail
- Pioneer Trail
- Comet Trail
- Heart of Iowa Nature Trail
- Saylorville-Des Moines River Trail
- Raccoon River Valley Trail
- T-Bone Trail
- Wabash Trace Trail
- River's Edge Trail



#### AMERICAN DISCOVERY TRAIL

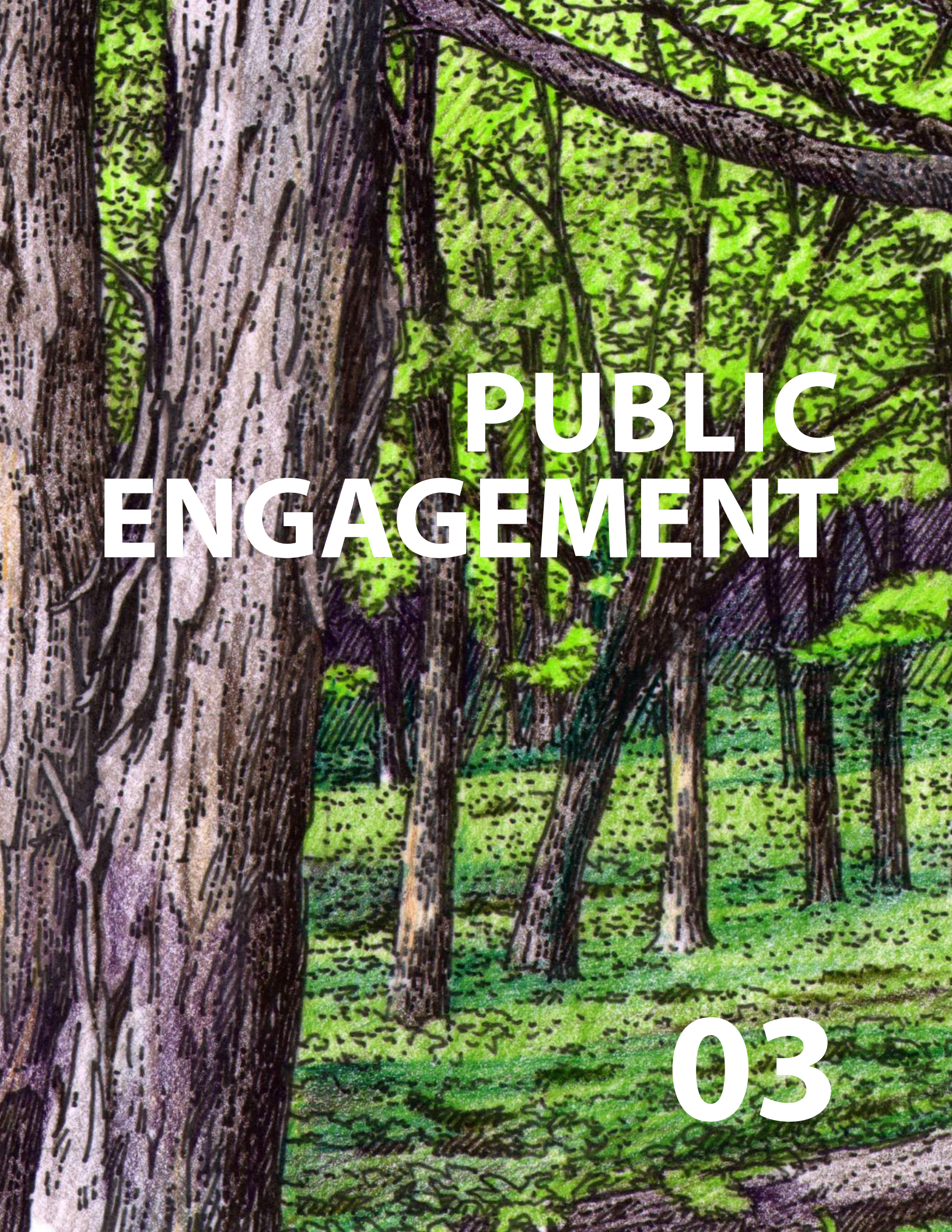
6,800+ miles of continuous, multi-use trail stretches from Cape Henlopen State Park, Delaware, to Pt. Reyes National Seashore, California. When complete, the trail will pass the south gateway to River's Edge.



● American Discovery Trail
 ● Water Trails
 ○ Water Trails Study Area
 — Recreational Trails







# **PUBLIC ENGAGEMENT**

**03**



# EMERGING THEMES & HIGHLIGHTS OF DISCOVERY

The following report summarizes key findings from efforts to connect with stakeholders and the general public about the Iowa River Trail. What's the purpose of this discovery piece? To understand the project's challenges, opportunities and potential from the stakeholders' point of view. This summary reflects input and insights from participants in a series of public meetings, workshops and interviews during the June 2019 "Bike Chautauqua." These emerging themes also reflect interviews with stakeholders—from decision-makers to trail enthusiasts. These interviews took place from late July through early August 2019. As of this writing, 16 interviews have been conducted, and this work will continue to help ensure all who want to provide input can do so.

Enthusiasm for the project is reasonably high—and over the top among trail enthusiasts and many connected to economic development and tourism interests. At the same time, some are concerned that energy behind the project is not as high as it once was. Skepticism about the project is more focused on the challenges of fundraising, the timeline required to achieve success and concerns about leaders' ability to effectively connect all the communities in the corridor. Finally, some do express concerns about the timing of this project, on the heels of the 2018 tornado, but this is not a dominant theme. Most respondents are eager to find ways to make this project work.

PREPARING FOR DAY TWO OF BIKE CHAUTAUQUA



NOTE: Direct quotes from interviews and public comments appear in italics below:

*~The value of this trail is in the 'meta-communication.' It shows we're communities 'on the move.'*

*~ It'll happen. I have no doubts it will happen.*

*~ We owe it to the community, the region and for that matter, the State of Iowa to do this the right way. If so, this trail will blow your mind.*

*~ I just want to say to these communities: You have so much potential here. Wake up!*

## THE BENEFITS

### This is a Trail of Promise: The Physical Characteristics

Most of the participants in the Chautauqua and interviews see this project as holding great promise for the communities/region involved—in large part due to physical characteristics of the trail itself. They say the trail enjoys:

*~ Proximity—from town to town and from trail to population centers*

*~ Proximity to the river for pedal/paddle experiences*

*~ Pacing of town to town (an easy riding distance between stops in each community along the way)*

*~ Active water recreation to the North (which is already in play and expanding)*

*~ The fact some pieces of this trail have already been built—both North and South, making this trail (essentially) an in-fill project*

*~ The character of the river and paved trail combined—in that the trail parallels the river upstream with an adventure orientation, and crossing the river downstream gives the trail exceptional nature-based experiences (oxbows and wetlands).*

*~ The environment will dictate the trail. Let's not screw up what this trail could be.*

*~ I think this has potential to be the greatest trail in the state of Iowa.*

*~ This could be the premier trail in the Midwest.*

# Cycles & Cents

YOUR TWO



## MEET & GREETs

**JUNE 18**

7 – 8 AM Steamboat Rock

**JUNE 19**

7 – 8 AM Eldora  
11 – Noon Union  
5 – 6 PM Albion

**JUNE 20**

7 – 8 AM Albion

## CELEBRATION EVENTS

**JUNE 18**

5 – 8 PM Eldora

**JUNE 20**

5 – 8 PM Marshalltown

**JOIN US!**

Share your ideas  
about the Iowa River  
Recreation Trail



## BIKE WITH US!

**JUNE 18**

11 – 1 PM Steamboat Rock to Eldora

**JUNE 19**

8 – 11 AM Eldora to Union  
with a stop in Gifford  
2 – 5 PM Union to Albion  
with a stop in Liscomb

**JUNE 20**

8 – 10 AM Albion to Marshalltown

Visit the  
Facebook event  
for more info!  
[http://bit.ly/  
IARiverRecTrail](http://bit.ly/IARiverRecTrail)

Call Mike Bell at **515.418.2154** to request a  
stakeholder interview along the route.



## PUBLIC ENGAGEMENT

### The Economic Potential

In addition to the physical characteristics, respondents see the potential for economic development, tourism, and an improved quality of life that could mean more people call this corridor home (versus commuting here).

*~ It may draw people here. It may keep people here. Many things draw people to a community and this would be part of that. It may not generate a lot of new businesses, but it could spark cafes and restaurants in some of the smaller communities.*

*~ We will become a tourist destination. This will be something the region and Marshalltown can hang their hats on.... The trail is important for recruiting workers.*

*~ Look at other trails. High trestle? 100,000 people? We won't do that, but we could still get pretty good numbers. We could bring people to the community and show off what we have.*

*~ The obvious [potential]: tourism, motels, B&B's, restaurants. I would like to see us get a reputation for biking—maybe attract some retirees, not just the occasional weekend visitor.*

*~ This will be a huge economic draw. My wife and I travel all over, riding bikes. We spend a lot of money—restaurants, hotels. I know what this can do for our area. It would be huge.*

*~ I don't know of another project that has the potential to have this great an economic impact on our communities.*

## PUBLIC ENGAGEMENT IN UNION



### Public Health and Recreation, Connectivity and Quality of Life

They also see promise in this trail in what it could do for public health, its capacity for making connections and promoting overall quality of life. The trail offers a true experiential range—from opportunities for high adventure to deeply reflective nature experiences. At the same time, they see urban-rural connections, the social connections that come through recreation and the community-to-community connections along the corridor they deem essential to the trail's success. They see this trail linking people to the outdoors and making the physical community connections. The trail further supports bike-commuting/daily exercise as well as active recreation. These features build public health—and community—at the same time. And some say they're simply essential for community survival.

*~ Health benefits of course! And getting people to live in Marshalltown. A trail like this is really an expectation now, especially for young people, young families. If we are going to attract young people, these are amenities they expect.*

*~ I have teenage kids. I would love to get them out-of-doors and onto a trail. I grew up in this area. I would have loved to have a way to get access to some of the rural areas via trail—the creeks, the rivers, the woods.*

*~ People are getting excited because work is being done from Steamboat Rock to Eldora. People can't wait to ride that trail and get off the highway. Lots of RAGBRAI riders in Iowa Falls are talking about it.*

*~ Of course wellness would be a benefit—that's a no-brainer. Even with the section of trail already done, I know of people who are walking to work, riding their bikes. It's faster than driving.*

*~ Marshalltown could be a destination community. Quality of life here must be improved. 4,000 people commute to Marshalltown. What if we could get some of those people to stay?*

*~ An opportunity to bring people together. Bring people in from Marshalltown and other communities... also, health is very important. Get people outside and moving.*

*~ A key benefit is connecting communities.*

## THE NEEDS FOR TRAIL SUCCESS

### Marketing, Programming, and Events

Respondents see no substitute for a coordinated marketing effort throughout the corridor—complete with appropriate branding/logos and plans for some level of programming/events to make the trail sing.

*~ We need to create a way to market. We need to create a logo and materials—a way to create awareness. We don't have that expertise locally and we need to do it right now. Cohesive marketing materials will push this a long way.... Branding. Everyone following the same design.*

*~ Let's be working together here and make sure we're promoting the whole area together.*

### Signage, Portals and Invitations to Explore

Signs alone might not pull people from the trail into town, but when coupled with inviting gateways or portals, and

invitations to explore what lies ahead, respondents say they believe success is in their sights. Many recognize this trail's ultimate success as an economic development engine depends on peeling people from the trail to experience the towns along the way.

*~ Wayfinding—point out things specific in the communities, like railroads in Marshalltown. We can make history a part of it.*

*~ Would be nice to see something standardized along the trail in terms of signage.*

*~ Signs alone are not enough.*

*~ Wayfinding—I hope this does not become a cookie-cutter design. The signage should highlight special things in each community along the way.... Signs should also be educational in nature—pointing out natural things along the way—river stuff, wildlife, etc.*

*~ Not only wayfinding ON the trail, but TO the trail.*

*~ People need to know where they are and how far they have to go.*

### Existing Parks' Amenities Leveraged

Participants in these conversations say this region has key park amenities that will benefit the trail when fully integrated into the plan. They speak of Pine Lake State Park, county parks and city parks as having features that can reinforce the value of this corridor.

*~ The trail at Pine Lake is paved 100%. It's great.*

*~ It's going to be a real draw for the area. It'll complement what we already have: camping, cabins, trails and river use. I definitely view it favorably and hope we can market it as a mini-vacation/getaway spot.*

*~ We have the Sac and Fox Overlook that is pretty great... we do weddings out there and it's really nice. People come off 20 to look at it and see the view.... It's all part of the big picture.*

*~ We have a private park at Second and Main (Marshalltown). It's unique. Des Moines doesn't have anything like that. We are capable of doing some amazing things.*





## PUBLIC ENGAGEMENT



### Connecting Towns

Connecting the towns in this corridor is both a physical and figurative need for the success of this trail, according to these respondents. Working together will aid in acquiring grants. Working together provides experiential opportunities (e.g., poker runs, relays, scavenger hunts, concerts—on and on). Actual or potential destination features are present in every community along the trail. If the communities don't fully "buy in," this trail will fall short of its potential, if not fail.

*~ We need to secure the smaller towns along the route. Some of them lack resources, so how do you get them involved?*

*~ We need to make sure all the communities along the trail "buy in." And make sure Hardin County is fully on board. Farmers ride the trail, they just don't talk about it.*

*~ If it's a dead-end trail, you'll have local use, but once it gets connected, it gets used heavily. We've seen it. If we have that connectivity from Marshalltown to Eldora, I think it will be an attraction.*

### Multi-Use in Demand

Many respondents want this trail to serve wide-ranging users. They speak of seniors and/or families needing opportunities to use the trail with electronic boosts—carts, Segways or e-bikes, for example. Many also want the trail to meet winter recreation needs. If it serves the public 365 days per year, that greatly strengthens its overall role supporting economic development and outdoor recreation (i.e., quality of life)—but they do note some maintenance risks can come with some of the proposed uses. They also want pedal/paddle services and amenities. In short, they envision a trail where users can bike, hike, walk, stroll, paddle or ride. They seek experiences for all ages and abilities—as long as the trail can take it.

*~ Need 365 access—snowmobiles. Carts for seniors. This is absolutely critical for success. Also, farmers want ATV access so they can move from field to field—it would be a benefit to them. There could be a permitting process that would help pay for maintenance.*

*~ We may have some differences on trail use. Hardin County wants 365-day use. It needs to be open to snowmobiles, maybe low-speed carts, etc. We want a "recreation trail"—not just a bike trail. We need to have a way for old folks to use it who cannot walk or bike—carts. But no horses or ATVs.*

*~ Snowmobiles and winter use? I worry about cleats and skags tearing up the concrete. Yes, if there is a way to keep the trail from getting torn up. You don't want to spend all this money on a paved trail and get it torn up. Yes to small scooters. Not quite sure about ATVs... would have to be convinced of that.*

### Integration of the Arts

This is a key driver for many, particularly several of the project champions in Marshalltown. They seek physical connections to the Fisher Center and value Marshalltown's reputation as an arts hub. They would like the trail's character to reflect that connection. At the same time, some do express concern of art dominating nature—they want to see the arts components in balance with the trail's exceptional natural beauty.

*~ Offer some public art. Maybe something with some whimsy along the trail. Outdoor structures that are consistent with some of the other art, like sandstone sculpture in Pine Lake State Park.*

*~ Make sure the art complements the nature of the trail.*

*~ Keep it practical.*

*~ We need to recognize the history of the Iowa River.*

*~ I like the art idea. We looked at Mason City where they have art on the trail. They have a lot of art tucked around that city.*

# CHALLENGES

## Getting All On-Board

Participants tell us not everyone sees the potential of the trail. They mention residents, particularly in some of the smallest communities, who look at their town's decline as inevitable and fail to see how this project would contribute to any meaningful turn-around. Others call out the need to spend resources on roads or more traditional amenities. At issue, too, are current and future concerns over trail corridor maintenance. Some respondents see these issues as potentially discouraging to elected officials who need to support the project.

*~ You need communication to all the stakeholders in all the communities up and down the trail.*

*~ I know landowners down the trail and I have relatives who know landowners who are concerned about people having access to their land. They're worried about problems—about litter and people coming onto their property. They're also worried about them having access to their land.*

*~ [Farmers] fear the expense and they don't want people jumping fences.*

*~ The general attitude is that what we have is good enough. You don't need to build anything new—we fend for ourselves. It's not necessarily a proactive [approach].*

*~ It's important to keep in mind that this is an amenity for the county and they need to be supportive of it. The current Board of Supervisors might not be supportive.*

*~ All that is ever mentioned [with respect to the trail] is that the weeds aren't getting mowed.*

## Maintaining Momentum, Leadership

Many of these respondents tell us the project had momentum with early paving projects, but without a specific project happening in-the-moment, that momentum has waned. They see the need for strategies to keep champions and the broader public engaged and enthusiastic as this project faces an extended timeline. This project will require leaders who don't give up easily and lead with energy. They see upcoming paving projects as potentially providing a much-needed shot-in-the-arm for project awareness and enthusiasm.

*~ I haven't heard anything [about the Iowa River Trail] in six months.... Nobody is communicating anything or I am not in the loop. I bike with a lot of people, very active cyclists. Nobody's heard a thing.*

*~ People that aren't directly involved are not talking about it that much.*

*~ Seems like a lot of people want to have the trail, but no one wants to do the work. They need help. Also, we have had three major community projects in recent years and the same people donate to them. They are tapped out and also tired.*

*~ The biggest challenge besides funding is keeping the person-power enthused about the project—keep people involved, keep the energy level up.... People get spread pretty thin.*

*~ You have to maintain enthusiasm and it's hard on a long-term project like this.*



**COMMUNITY MEMBERS OF ALL AGES PARTICIPATED IN THE PUBLIC ENGAGEMENT PROCESS**



## PUBLIC ENGAGEMENT

### Funding

Every project faces funding challenges and this is no exception. It's often the first obstacle mentioned—but not without hope. Many link funding prospects back to that all-on-board challenge: the better the collaboration and enthusiasm throughout the corridor, the greater their chances for project success. Aftermath of the 2018 tornado has also increased the near-term challenge. Some see it as particularly challenging to secure resources for this project when so many residents are still struggling to recover. Despite funding coming up frequently, the overall tenor is one of “we can do this.”

*~ Got to raise the money or get grants.*

*Also, the infrastructure from what I know will be a big financial challenge.*

*~ Money is probably our biggest challenge.*



### So Many Bridges!

One reason many have funding concerns relates to the potential expense of bridge repair and replacement to effectively execute this project. Bridges are expensive and this project has several. At the same time, many do see these bridges as an opportunity to craft a truly distinctive trail that embraces natural vistas and iconic art with distinction—and great potential for regional or national recognition.

*~ The bridges will be very expensive.*

*People know that a few years ago, trains were going over the bridge over the Iowa River. Now they don't understand why we can't just run bikes over it.... Also, we'll face*

*problems with all the political subdivisions which have to be involved in working with the bridges.*

*~ Bridges. Back in the day, you could slap some concrete on the decking and call it good. We did that on the [Wabash] Trace. But that was then. We live in a regulatory environment. At one time I think we could have done that, but not now.... Too many entities involved, and it's slowing us down.*

*~ Cut the cost of the trail by making it crushed limestone, the more money could go for all the bridges that need to be fixed.*

### Addressing the Straight-Aways

Liscomb-to-Albion is a straight-away portion adjacent to farm fields, posing a design challenge to maintain trail interest through this stretch. Similarly, some also express concerns about the upstream straightening of the Iowa River in the past, potentially limiting the scenic value of that stretch for the pedal/paddle options some hope to use as a trail selling-point.

*~ Another issue is this stretch of the Iowa River. It was channelized, so it's not the most attractive float. Straight as an arrow and boring as [heck]. I've had folks tell me that. It's wide, shallow and straight.... It's farmed right up to the river banks.*

# IMPLEMENTATION STRATEGIES

## Take Advantage of Project Pieces

Many involved in this project have already done their best to leverage the work that has been started. Paving some sections to the south and the north cries out for paving in between. These sections offer excitement when ground is broken and then they open up for use. Respondents note that as this project continues to build out in affordable stretches, it makes sense to pull out all the stops on publicity and awareness-building to maintain momentum. At the same time, they mention “educational marketing”—helping all within this trail’s reach to understand its benefits. They see this strategy as particularly important in some of the smaller communities along the trail, where the trail currently can feel more like a burden than an opportunity.

*~ We have to get pavement down soon, so people realize what we have here.*

*~ Biggest challenge right now is we MUST figure out a way to get to Albion [and can leverage that connection]. Just get us there. Limestone even.*

## Fund Maintenance & Joint Marketing

Fund-raising for major capital projects is always a challenge but, increasingly, funders look for opportunities at the outset to help the project over the long run. Respondents note that maintenance requires planning ahead to make sure the resources are available to keep this project up to snuff over time. Similarly, they want to see a commitment to marketing and promotion up front as well. While a few have borrowed Kinsella’s “If you build it, they will come,” many see this trail’s success as clearly dependent on the ability to create broad and deep brand awareness. This requires resources and commitment, they say.

*~ Maintenance—I’m very concerned about ongoing maintenance.... Worst thing is to have something and not be able to take care of it. We have limited resources. It’s a struggle.*

*~ I worry about long-term issues—who is going to take care of it after it is built?*

*~ We need to market the trail but we also need to figure out how to market it.*

*~ Also—it’s critical—we need to do advertising. Get a Facebook page or website.... Get some pamphlets or flyers and ads in the Eldora News.*

## Create the Pseudo Loop

Often a driver for trails to serve as destinations stems from the ability to “ride the loop”—to experience the convenience of ending the ride where one begins without repetition. At some level, any trail of great natural beauty will shift experiences for the user with a simple change in direction. But surfacing in these discussions is the opportunity to make this out-and-back trail function more like a loop—by intentionally designing for an experience change whether the user is heading north or south. During certain times of the year for some users, a pedal/paddle loop (head south on the river, head back north on the paved trail) can provide that experience as well.

*~ They need a different experience on the way out than they get on the way back.*





## PUBLIC ENGAGEMENT

### Develop an Attractor

Many look to a bridge or bridges for a potential iconic attraction to this trail. Others see the exceptional nature settings (oxbows, wetlands) as the answer and some look to integration of the arts as a piece of the trail's ultimate attraction. But most see this trail as needing a "signature attraction"—even if they're currently unsure of the specific approach needed to get there.

*~ Make the Iowa River Bridge a signature bridge.... something like the High Trestle Trail—make the bridge iconic.*

*~ Once you have established a destination, it gets used.*



## Support Entrepreneurship

Looking beyond the physical construction and marketing, many participants ask leaders to think through how to spark and support the trail's economic promise. As the trail is physically taking shape, they see a need to also help locals develop those entrepreneurial opportunities—perhaps securing connections to capital and other forms of support. They want to look at how other trails have sparked economic development, mentioning the Root River Trail, the Great Western Trail and the High Trestle Trail as potential examples.

~ Look at the High Trestle Trail and how Woodward and Madrid have gotten visitation.

~ We ought to be learning from other people. I don't think there is much of that happening right now.

~ It's very important to instruct and encourage locals to see the economic opportunities. I don't think that's being considered right now.

~ I see problems in some of the rural areas where there is nothing [in terms of economic development].

## Identify Community Features to Leverage/Support

In addition to local businesses, these visits have led to a series of more site-specific features to consider for project design and implementation, including:

- Marshalltown—Main Street and 13th Street Districts, Impressionist Art Collection, Art Identity, Grimes Farm, Highway 14 corridor redevelopment
- Albion—Community Center desired, Raymon Trailhead, Local Park
- Liscomb—City Park (see trailhead)
- Union—Main Street, Park, Country Club
- Gifford—Vacated Coffee and Gas
- Eldora—Downtown, Pine Lake State Park connections, Eldora's West Side
- Steamboat Rock—Sac and Fox Overlook, Boat Launch/Dam—potential for future whitewater and/or continuing trail

~ *Steamboat Rock is unique—has a mountain feel in the flatland. A trailhead there could be great. Eldora has amenities. Gifford—all the history there!... Café could be a "star" attraction.*

Historical finds also surfaced as potential features to address:

- Jesse James House in Albion
- Quakerdale
- Gifford's hotel history, history of gas and café

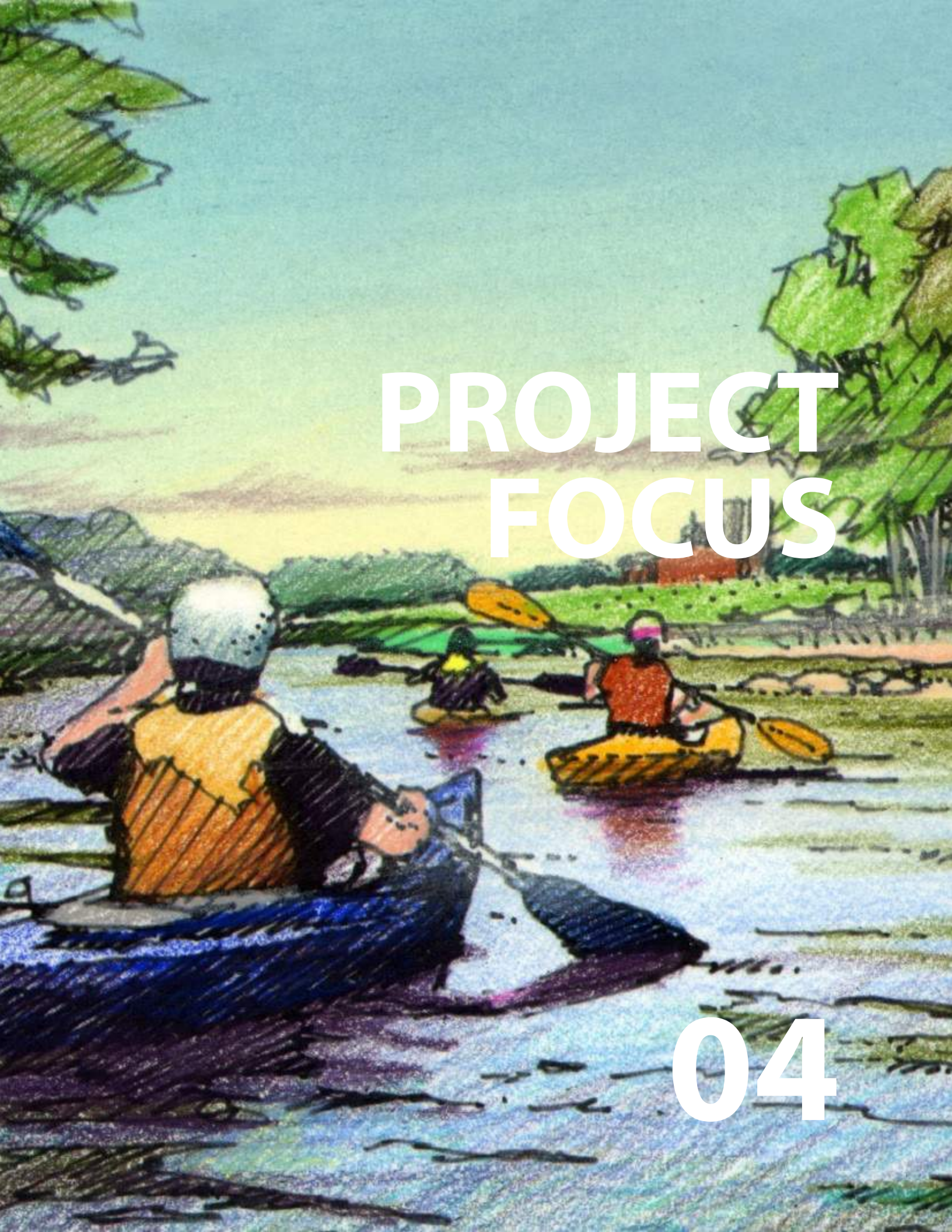
- Rainsbarger Counterfeiters and Lynching (Eldora and Steamboat rock)
- Birth of Lennox, Birth of Fisher (Marshalltown)
- Stagecoach Road (Union)
- Harry Houdini in Marshalltown
- Railroad-Agriculture connection

These additional opportunities have also surfaced during discussions that could have some potential related to implementation:

- Connection to Fisher Community Building in Marshalltown
- Old granary buildings near the trail—potential B&B? In Steamboat Rock?
- Albion wants a community center—and to host fundraiser breakfasts
- Water recreation of substance happening or poised to happen upstream
- Attractions for families, places for people to play—cool parks or playgrounds/natural playscapes, obstacle courses (mentioned by middle-schoolers of color), scavenger hunts, animal prints in concrete, stories along the way
- En Plein Air (not mentioned, but arts-oriented)
- Observation blinds (these were not specifically mentioned, but associated with nature observation)







# PROJECT FOCUS

04



# BRANDING

## Building a Brand

### The evolution of “Iowa River Trail” to Iowa River’s Edge Trail.

This process has been an evolution and the name of this trail segment reflects that process. When Trails, Inc. and the Hardin County Trails Commission we sought to purchase sections of land for the trail, it needed a name. To move forward with land acquisition, future grants and paving, the groups used the name “Iowa River Trail.” The Steering Committee built off that original identity when they determined this section of the trail needed to be celebrated as its own unique identity.

Utilizing interview feedback and brainstorming sessions to highlight the natural amenities of the area, the group homed in on the river’s edge. When traveling this trail, the anticipation of getting to the next water crossing is something to look forward to. The trail cuts through different landscapes and terrain and showcases significant ecological diversity. Multiple bridges and the feeling that one is immersed in their surrounding makes this trail a destination.

Staying true to the history of the area, it was determined that, “Iowa River’s Edge Trail,” was an exciting and marketable brand to move this project forward.

## The Making of this Logo

The primary role of the River’s Edge Trail logo is to identify. Trends come and go, design tools and techniques will evolve, and this logo may drastically change with time, but for the life of this trail, the single most important goal of this logo will always remain this – to identify this unique segment of the Iowa River Trail.

Five characteristics of a great logo:

- Simple. Simple logos are the ones people can recognize as soon as they see them.
- Scalable. A great logo should be simple enough to be able to be scaled down or up and still look good.
- Memorable / Impactful.
- Versatile.
- Relevant.

## Logo design is a strategic tool – it’s not art.

Logo design is not art – too many people mistake them for art since logos are a visual object.

The goal is not to design a thing of beauty... and not to design something we or the client personally likes the look of, but instead logo design needs to be treated as a strategic business tool that will allow a company to be identified in the vast world we live in. Of course, a logo can still look good, but that should be a secondary factor when designing a logo. Identification comes first.

## Why do logos matter?

They are the face of an organization, product or service

When you picture a business in your mind, you often immediately picture the logo, be it the golden arches of a famous fast food company, or the apple with the bite out of it representing one of my favorite technology brands.

## Establish Instant Brand Recognition

A well-designed logo will be memorable, helping customers to remember the brand.

Shapes and colors are easier for the human brain to process and memorize than words are.

## Good First Impression

With so many businesses in the world, a company has one chance to impress and attract. If the logo design fails to impress onlookers in today’s internet driven world it’s very easy to go elsewhere.

Some business owners go down the DIY route, or use low-cost amateur designers, not understanding how damaging poor design can be for them when first impressions matter so much.

The saying ‘there’s nothing more expensive than cheap design’ – sums up the losses the company is causing by accepting the cheapest and quickest route.

## Communicate brand values & additional meaning

Although a logos primary purpose is to identity, they can also be leveraged to communicate important brand messages and values. Just keep it simple.

IOWA  
**RIVER'S**  
**EDGE**  
TRAIL

PROJECT FOCUS

LOGO

COLOR VERSION



B&W VERSION



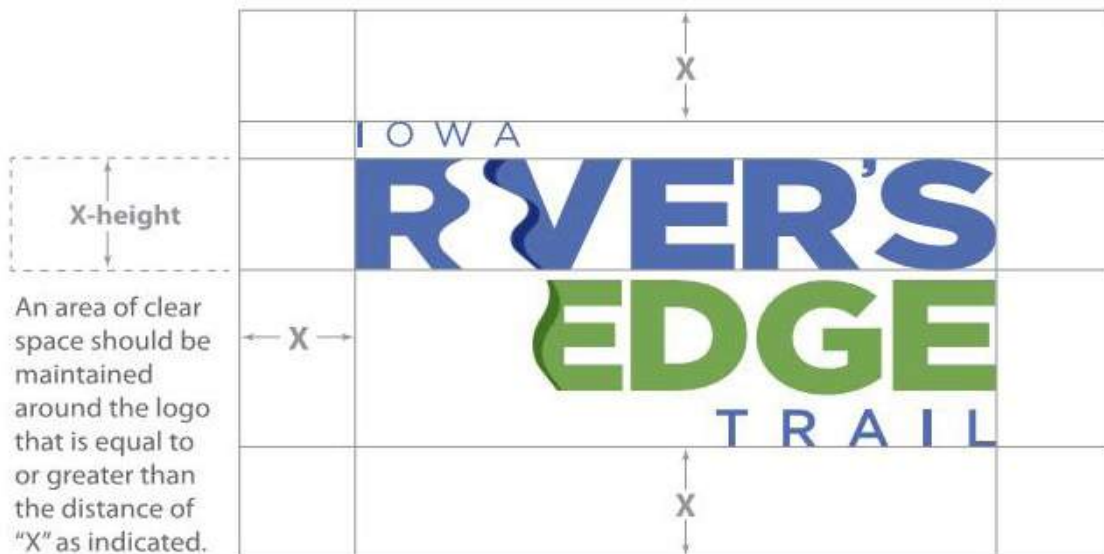
B&W REVERSE VERSION



ADDITIONAL VERSIONS



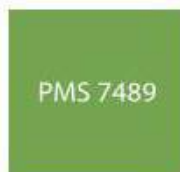
## LOGO MARGINS



## MINIMUM SIZE



## COLOR

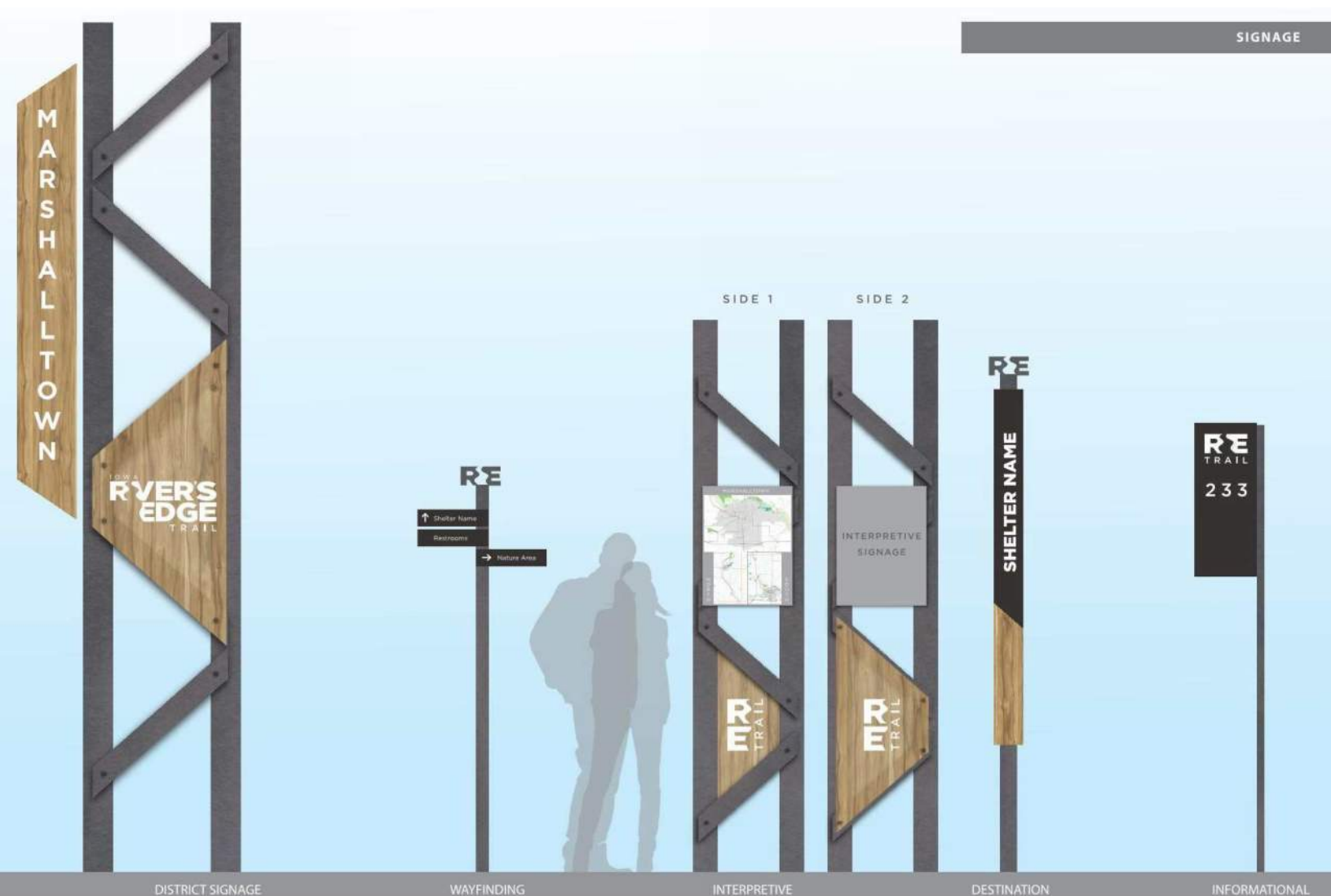


## PROJECT FOCUS

### WAYFINDING & SIGNAGE

#### Signage Goals

- **A Thorough Approach** - develop a system to address the varied needs of pedestrians, drivers, and trail users.
- **Aesthetic Appeal** - develop the right balance between costs, and quality of design (cost-effective materials/methods).
- **Simplicity** – develop a system that is eliminates visual clutter.



DISTRICT SIGNAGE

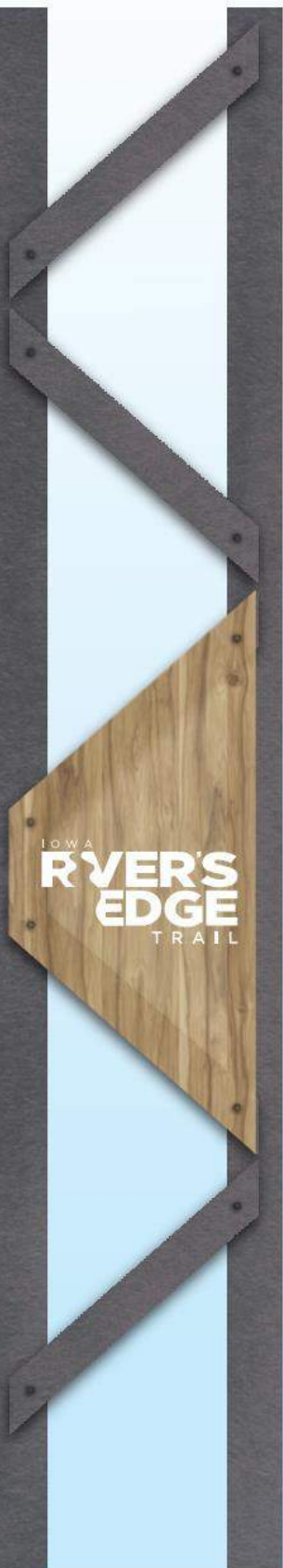
WAYFINDING

INTERPRETIVE

DESTINATION

INFORMATIONAL

MARSHALLTOWN



DISTRICT SIGNAGE

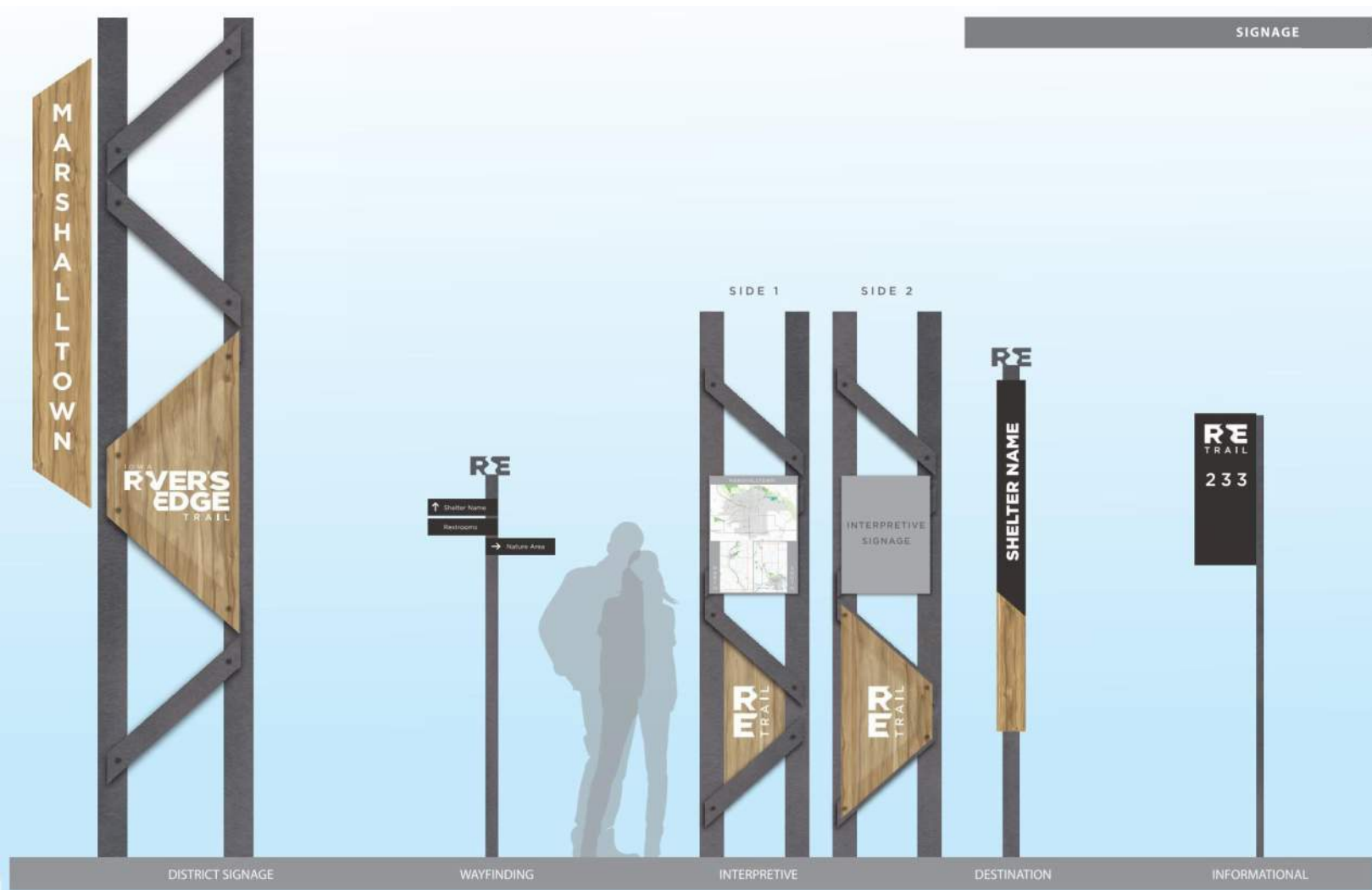


WAYFINDING



PROJECT FOCUS

WAYFINDING & SIGNAGE cont.



## Information Centers (Kiosks)

Center / Hub / Kiosk

- Information
- Location

SIDE 1

SIDE 2



INTERPRETIVE

DESTINATION

INFORMATION

## Markers

Large Marker

- Location
- Information

Small Marker

- Information



## Destination Signs

Surface and Ground Mounted

- Information

# TRAILHEAD GUIDELINES

## TRAILHEAD INTRODUCTION

The purpose of the Iowa River's Edge architectural design guidelines is to encourage a quality and consistency of design and construction for each trailhead and supporting facilities. A trailhead is proposed to be located in each of the seven communities the trail passes through. The intent of the guidelines is to:

- Promote a consistence of facilities along the trail corridor.
- Encourage structures to harmonize with their surrounding community.
- Uphold a high standard of quality of development throughout the corridor and beyond.

The Iowa River's Edge Trail Design Guidelines are intended to establish a cohesive and unique corridor design vision for new trailhead development throughout the corridor and to provide the guidance necessary to achieve that vision.

This section will cover:

- Trailhead Definition and Goals
- Trailhead Program
- Trailhead Design Considerations
- Trailhead Location and Layout
- Trailhead Architectural Design Options
- Site Furnishings

## TRAILHEAD DEFINITION AND GOALS

**Trailheads** refer specifically to the primary means of accessing a trail, typically at the terminus points of each trail or at a define location within each community the trail passes through.

**Access points** refer to minor connections between the trail and nearby residential communities, recreational parks and roadways.

- Trailheads and access point should be accessible and if possible, located in close proximity to public transit systems were applicable.
- Trailheads should be placed at each terminus of a trail

corridor, and any place where a large concentration of trail users is expected.

- An accessible pathway should be developed that connects parking and other accessible elements to the trailhead.
- Trail access points should be placed wherever trail access is expected, such as at adjacent communities, schools, commercial areas, and parks.
- Trail access points should include signage identifying the trail and may include a map and drinking fountain. Limited parking may also be included, but because trail access points are designed to give access from local amenities to the trail, it may be unnecessary.

## TRAILHEAD PROGRAM

- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
- Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
  - Bike racks
  - Benches
  - Picnic tables
  - Trash receptacles
  - Recycling receptacles
- Signage / Information Hub
  - The new trail information signs must include the following information:
    - › Map of Trail System and location of adjacent cultural and environmental destinations.
    - › Length of the trail or trail segment
    - › Type of trail surface
    - › Cultural amenities or destinations
    - › Environmental amenities or destinations

- Additional Facilities at Trailheads:
  - Playgrounds
  - Picnicking
  - Viewing platform, bird blinds
  - Community building
  - Performance area, amphitheater, stage

## TRAILHEAD DESIGN CONSIDERATIONS

### SAFETY

Spaces need to be designed to deter transient, illegal, or potentially threatening uses. The following features will help create transparency along the trail corridor and at trailhead sites:

- Vegetation that is directly adjacent to the trail or trailhead areas should be greater than 7 feet or less than 2 feet in height.
- Restroom/Shelters and other built structures should be situated for easy observation from areas of frequent use and convenient access by trail users, emergency responders and police.
- Access should allow authorities to patrol with ease and proficiency. This access can also provide emergency services and maintenance.
- Sidewalks and paths intended for vehicle use should be at least 8 feet wide. Those that are concrete should be at least 7 inches thick.

### RESTROOMS & SHELTERS

Restrooms and shelters are an important public amenity at trailheads. The components, design, and placement of restroom structures are important decisions to consider when specifying facilities. The following guidelines are intended to ensure that restroom facilities are safe, easy to maintain, and consistent with the park system vision:

- Interior surfaces of restrooms should be glazed tile and the exterior surfaces should be non-porous for easy cleaning (i.e., glazed block, glazed tile, painted block or painted concrete).
- Specify stainless steel restroom fixtures.
- Provide drainage inside restroom.

- Skylights can maximize the use of natural light. Minimizing light fixtures helps prevent tampering, destruction and keep costs down. Facilities that are open in the evening should have lighting that is designed with vandalism in mind.

### PLANTINGS

The use of native vegetation can enhance park design and support the ecological systems unique to the region. The following vegetation and irrigation guidelines assist in the creation of efficient, distinctive, and lush spaces.

- Vegetation along trail systems, waterways (creeks, rivers, bioswales and storm water) and within linear parks should consist of native plants and flora. The use of non-native species should be buffered by a broad band of native seed (i.e., tufted hair grass) between lawn and native vegetation.
- Non-irrigated areas should be designated and irrigation reserved for areas such as sports fields. The use of native vegetation will reduce the need for irrigation. To establish plants, consider using a temporary irrigation system or hand watering. Design the irrigation system so that irrigation heads spray underneath plants or into them, not above them.
- Trees planted in groups increase the efficiency of mowing and maintenance. When designing tree groups, it is important to provide a flush border around groups to ease irrigation and mowing.
- Planting areas in parking lots should be designed to provide continuous coverage within three years. The plants should be hardy, with a track record that indicates their survival in extreme environments. At least 400 cubic feet of the appropriate soil per tree in a planting strip is recommended.
- Trees should not be planted next to restrooms because they may provide unwanted access to the roof as well as create hiding places near the structure. Shrubs surrounding restrooms should be less than 4 feet in height and should be limbed up to allow visual access under them. Plantings should allow maintenance access to the roof.

## PROJECT FOCUS

### MOWING AND TURF MAINTENANCE

Turf areas allow flexible use along the trail and at trailheads. Groomed areas provide, picnicking and free play while rough mowed areas provide an aesthetic to the trail corridor while buffering agricultural, natural and riparian areas. To promote efficient mowing and turf maintenance the following guidelines should be followed:

- Rough mown areas are mowed once or twice a year. Use native grasses in these areas.
- Groomed turf areas are mowed weekly during the spring and summer months and when needed during dry periods. The minimum distance between vertical objects is 7 feet for mower access. Design for continuous mowing, taking care to avoid the creation of dead ends, tight corners or areas where a mower cannot easily reach.
- Providing vehicular access for maintenance personnel is an important consideration. Curb cuts should be provided in logical areas such as parking lots or road side.
- Herbicide use should be limited.

### RESTROOMS

Restrooms are an important public amenity in high-use park facilities. The components, design, and placement of restroom structures are important decisions to consider when specifying facilities. The following guidelines are intended to ensure that restroom facilities are safe, easy to maintain, and consistent with the park system vision:

- Interior surfaces of restrooms should be glazed tile and the exterior surfaces should be non-porous for easy cleaning (i.e., glazed block, glazed tile, painted block or painted concrete). The use of heavy concrete partitions between stalls is recommended. Specify only stainless steel restroom fixtures.
- The drain inside the structure should always operate correctly. If the facility is near an athletic field, such as volleyball courts or a spray park, there should be an area outside the restroom with a faucet/ shower and drain for users to rinse off sand and chlorine.

- Including separate storage areas adjacent to the restroom structure can increase efficiency. Storage areas may house recreation equipment for fair weather activities and maintenance supplies for park crews.
- Skylights can maximize the use of natural light. Minimizing light fixtures helps prevent tampering, destruction and keep costs down. Facilities that are open in the evening should have lighting that is designed with vandalism in mind.

### PLAY AREAS

Playgrounds should meet the needs of children of different ages and abilities. The following will help create facilities that ensure accessibility and safety for children of all ages.

- Parks that have playground equipment, sports fields and spray parks should be accessible to all children under sixteen.
- Play areas should be level to reduce the surface substance from slumping to low points. Consider using beach sand as a cost-effective, low-maintenance playground surface. Do not use engineered wood chip surfaces because decomposition will result in regular and expensive replacement.
- Play structures and equipment come in many different materials. Avoid specifying wood because: wood footings will rot, they are prone to termite infestation, the shrink/swell defect of moisture loosens bolts and creates a safety hazard, and pressure treated wood contains chromate copper arsenate (CCA), a carcinogen.
- Wooden play structures that exist presently should be sealed every two years to prevent arsenic leaching.
- Natural play areas created from boulders, logs and land forms and playground equipment made from 100% recycled plastic or steel is recommended. Steel can become very hot in the summer months. If it is necessary to use steel, planting trees or other structures to shade the play area is recommended.

## SITE FURNISHINGS

The selection of site furnishings (i.e., benches, trash receptacles, light poles, etc.) should be based on an established standard for Talent. The water fountains, benches, light fixtures and posts, signage and bike racks used in the parks should be consistent with those used in City civic spaces, along streets, and vice versa. Consistency in site furnishings will help establish an identifiable civic image, through the use of repeatable aesthetic elements, for Talent and the park system as a whole. These furnishings should offer comfort, aesthetic beauty and be of formidable stature to prevent vandalism.

- Seating should be made from a material that is comfortable both in winter and the heat of summer while being able to withstand vandalism. Benches should be provided to offer places of rest, opportunities to experience views, and congregate.
- Drinking fountains should be available at a ratio of 1 per acre with the exception of mini parks (typically smaller than 1-acre) which should have one. Drinking fountains should be complementary to other site furnishings, such as benches, and be operational in freezing conditions. Consider drinking fountains that are friendly not only to human users but to canines as well.
- Signage should be located in every park in areas visible to all users. For example, place a sign at the entrance of the park that is visible to vehicular traffic, also place signs along greenways and trails to inform pedestrians and bicyclists. Signage should be easy to read and informative. Interpretive signs fall into this category as well. They can be useful in natural and historic areas. When used in natural areas these signs should be placed outside environmentally sensitive areas (i.e., wetlands and endangered habitat) and should be placed in areas that are accessible to all.

# TRAILHEAD LOCATIONS

## PROGRAM

### Trailhead

A Trailhead is defined as an outdoor space that is designated by an entity responsible for administering or maintaining a trail to serve as an access point to the trail. Primary Trailhead facilities will include restrooms, shelter and shade structures, seating, drinking fountains and parking. They will serve as information hubs, portals to secondary facilities and community spaces. Trailheads are a cohesive part of the overall River's Edge Trail brand, but also highlight the unique and interesting qualities of the community they are located in.

**Trailheads** refer specifically to the primary means of accessing a trail, typically at the terminus points of each trail or at a define location within each community the trail passes through.

**Access points** refer to minor connections between the trail and nearby residential communities, recreational parks and roadways.

- Trailheads and access point should be accessible and if possible, located in close proximity to public transit systems were applicable.
- Trailheads should be placed at each terminus of a trail corridor, and any place where a large concentration of trail users is expected.
- An accessible pathway should be developed that connects parking and other accessible elements to the trailhead.
- Trail access points should be placed wherever trail access is expected, such as at adjacent communities, schools, commercial areas, and parks.
- Trail access points should include signage identifying the trail and may include a map and drinking fountain. Limited parking may also be included, but because trail access points are designed to give access from local amenities to the trail, it may be unnecessary.

### Steamboat Rock, Iowa

- Trailhead Proposed Program
- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
  - Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
  - Bike racks
  - Benches
  - Picnic tables
  - Trash receptacles
  - Recycling receptacles
- Signage / Information Hub
  - The new trail information signs must include the following information:
    - > Map of Trail System and location of adjacent cultural and environmental destinations.
    - > Length of the trail or trail segment
    - > Type of trail surface
    - > Cultural amenities or destinations
    - > Environmental amenities or destinations

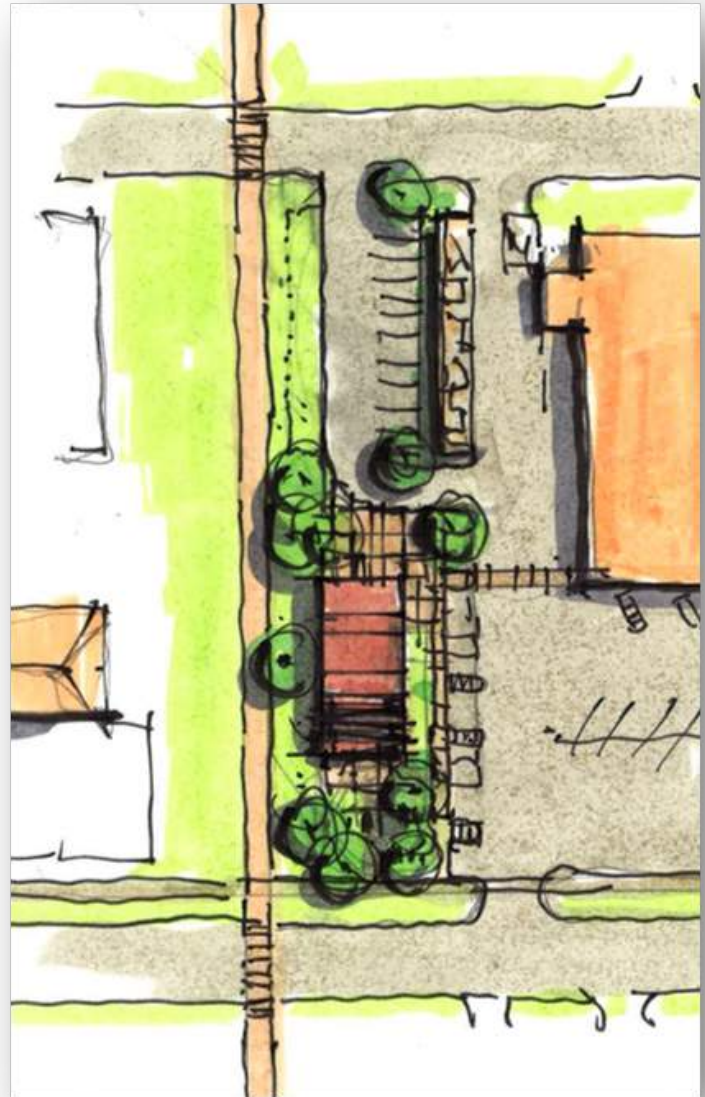






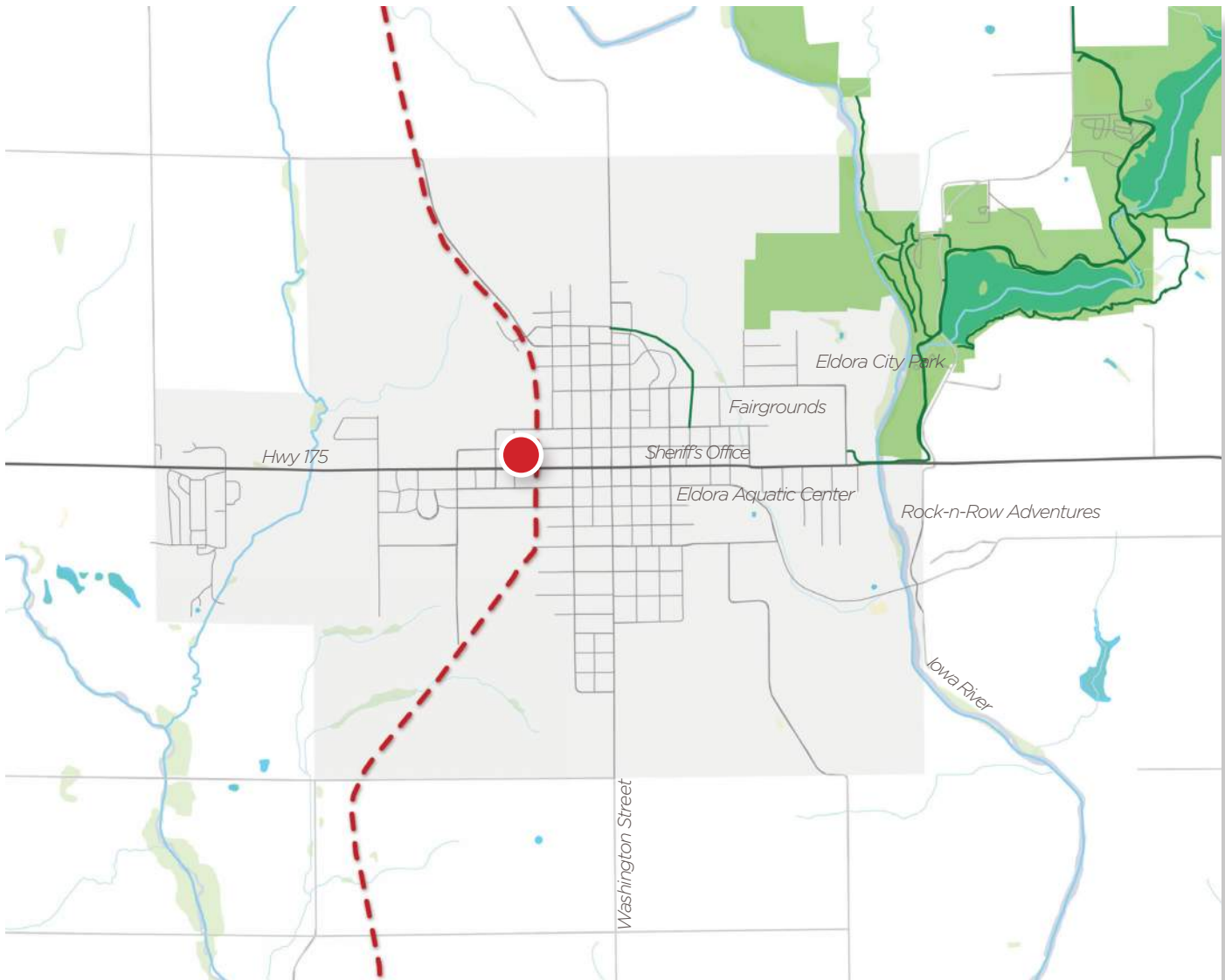
# Eldora, Iowa

- Trailhead Proposed Program
- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
- Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
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  - Benches
  - Picnic tables
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    - > Type of trail surface
    - > Cultural amenities or destinations
    - > Environmental amenities or destinations



## LEGEND

-  Iowa River's Edge Trail Built / Paved
-  Iowa River's Edge Trail Undeveloped
-  Other Regional and Local Trails



## PROJECT FOCUS

# Gifford, Iowa

- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
  - Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
  - Bike racks
  - Benches
  - Picnic tables
  - Trash receptacles
  - Recycling receptacles



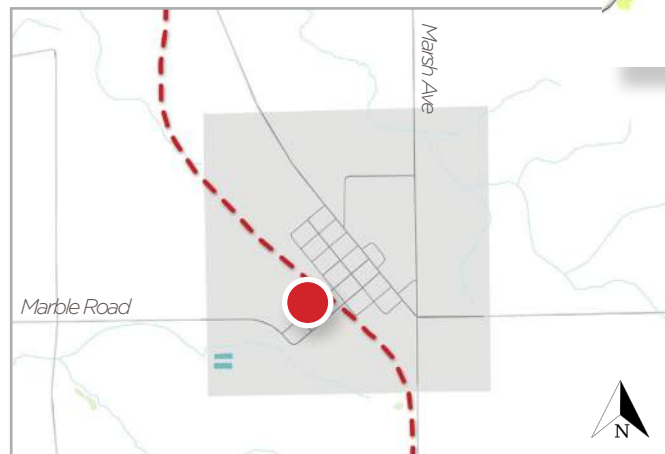
# Union, Iowa

- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
  - Parking
  - Individual car
  - Car and trailer
  - Accessible parking
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  - Benches
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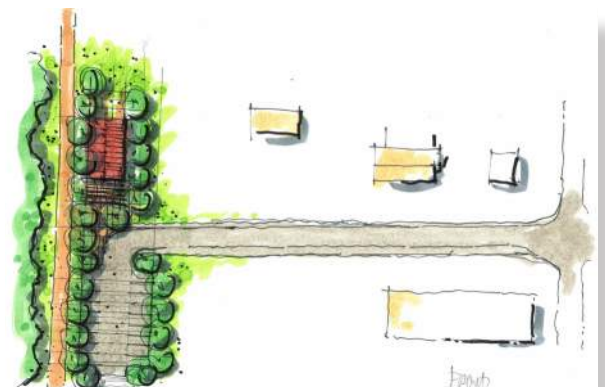
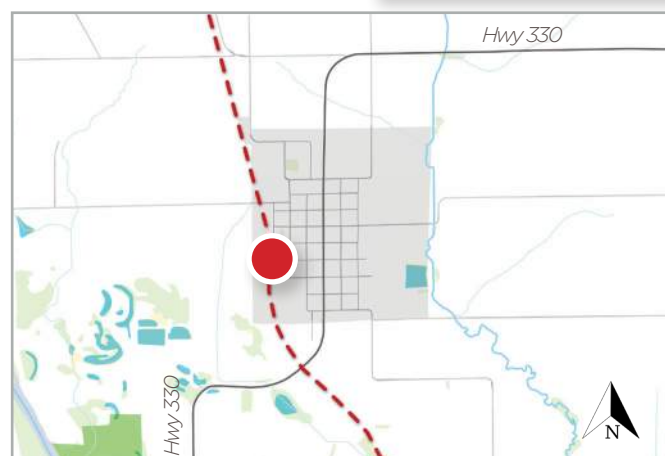
# Liscomb, Iowa

- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
  - Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
  - Bike racks
  - Benches
  - Picnic tables
  - Trash receptacles
  - Recycling receptacles



# Albion, Iowa

- Restroom (Wet Facilities, Pit Toilets)
- Shelter / Shade Structures
  - Parking
  - Individual car
  - Car and trailer
  - Accessible parking
- Drinking Fountain
- Site Furniture
  - Bike station (bike fixation)
  - Bike racks
  - Benches
  - Picnic tables
  - Trash receptacles
  - Recycling receptacles



# Marshalltown, Iowa

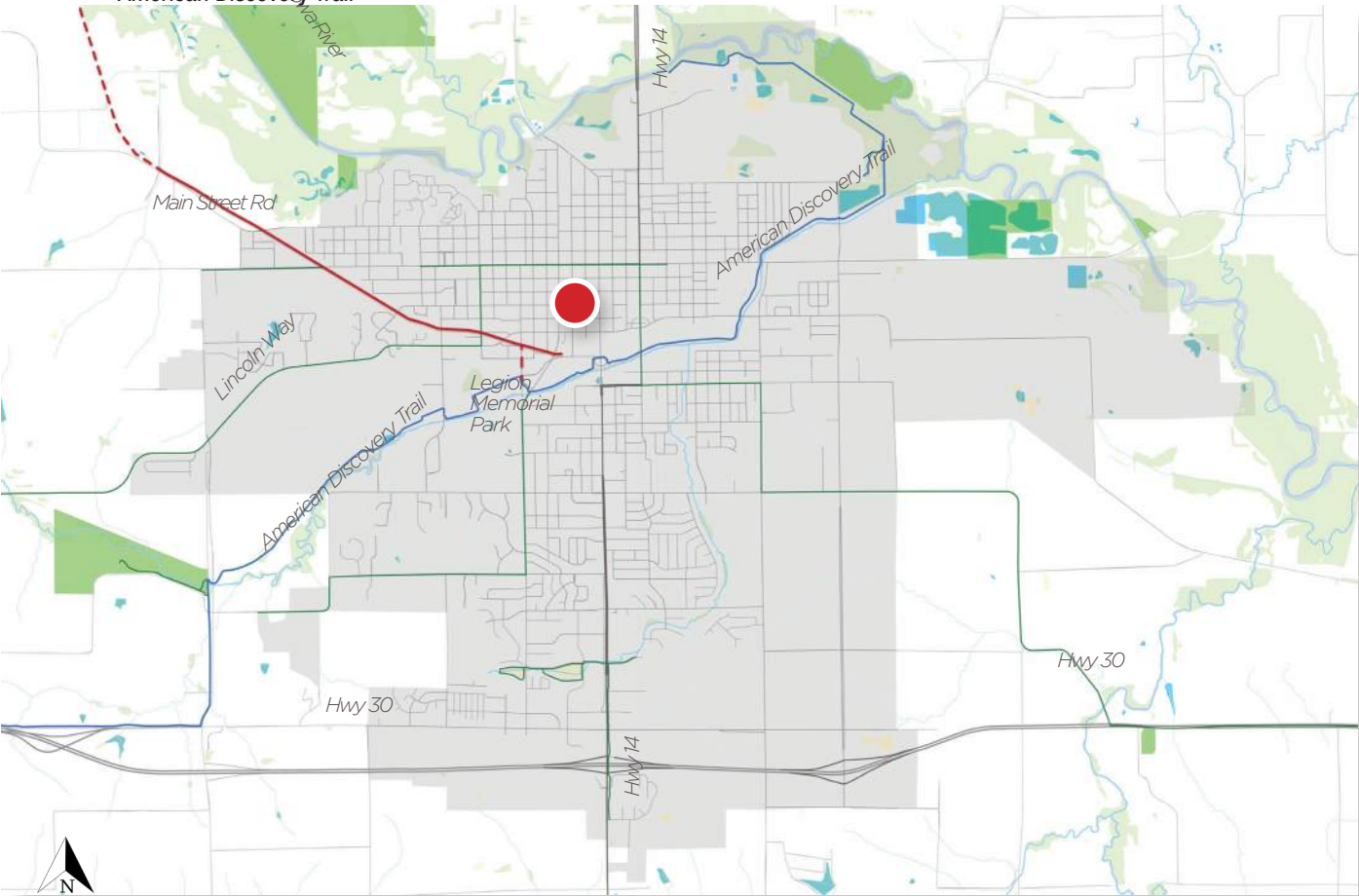
- Restroom (Wet Facilities, Pit Toilets)
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    - > Cultural amenities or destinations
    - > Environmental amenities or destinations

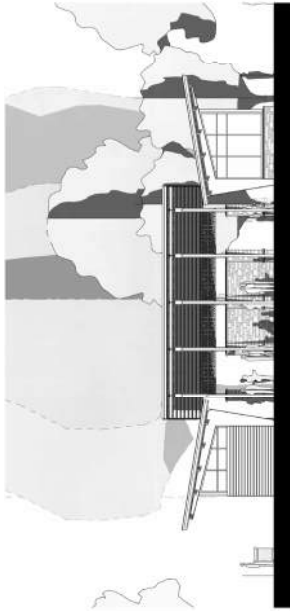




# LEGEND

- Iowa River's Edge Trail Built / Paved
- Iowa River's Edge Trail Undeveloped
- Other Regional and Local Trails
- American Discovery Trail

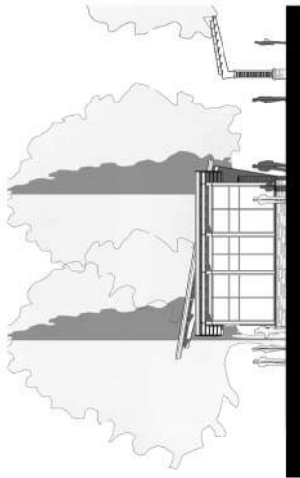




PRESENTATION ELEVATION NORTH  
1/8" = 1'-0"



PRESENTATION ELEVATION EAST  
1/8" = 1'-0"



PRESENTATION ELEVATION WEST  
1/8" = 1'-0"



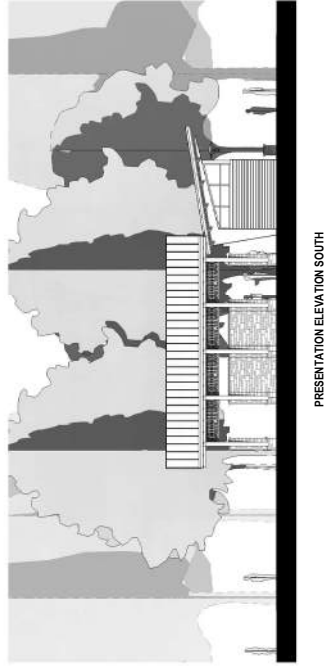
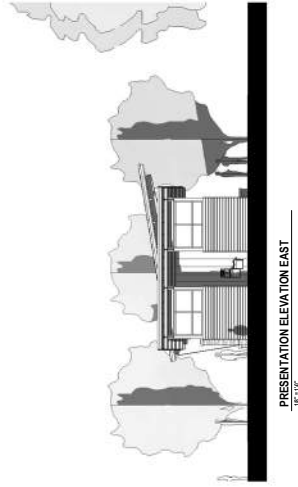
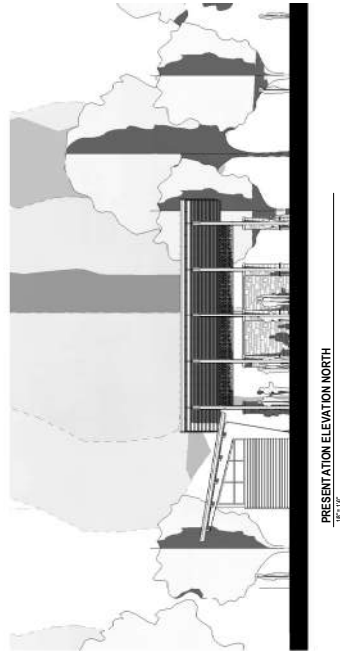
PRESENTATION ELEVATION SOUTH  
1/8" = 1'-0"

SCHEMATIC ELEVATIONS - CONTEMPORARY OPTION

12/10/19

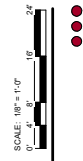
SCALE: 1/8" = 1'-0"





SCHEMATIC ELEVATIONS - CONTEMPORARY OPTION RESTROOM & SHELTER ONLY

12/11/19

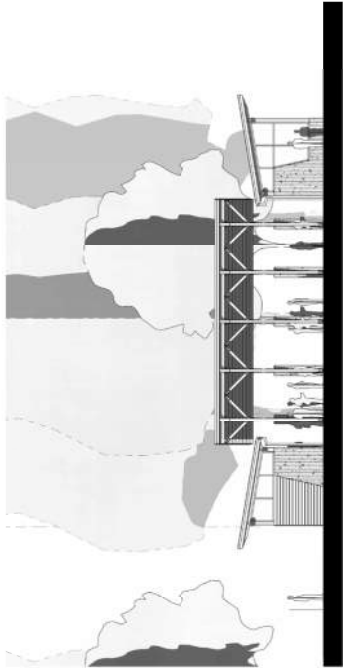




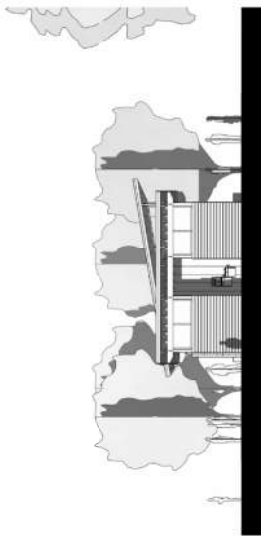


Schematic Design

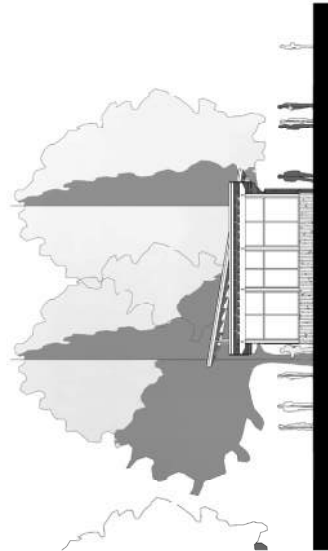
Rivers Edge- Trailhead



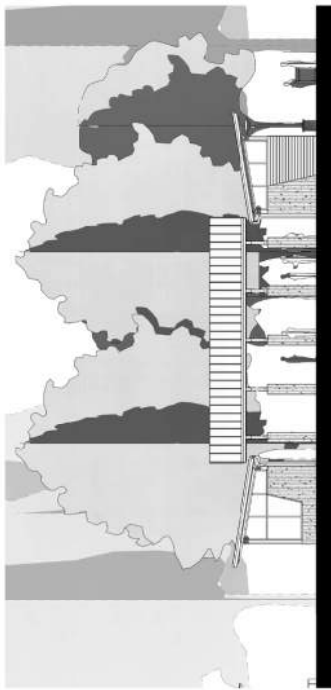
PRESENTATION ELEVATION NORTH  
1/8" = 1'-0"



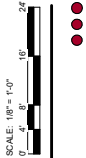
PRESENTATION ELEVATION EAST  
1/8" = 1'-0"



PRESENTATION ELEVATION WEST  
1/8" = 1'-0"



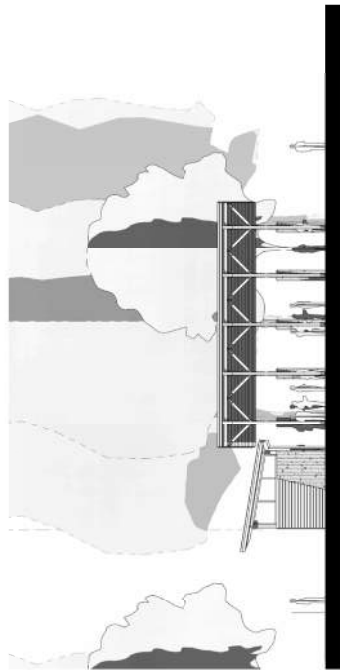
PRESENTATION ELEVATION SOUTH  
1/8" = 1'-0"



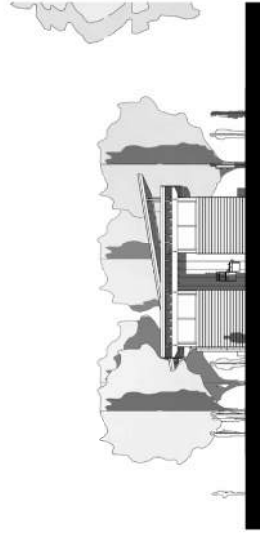
SCHEMATIC ELEVATIONS - INDUSTRIAL OPTION

12/10/19





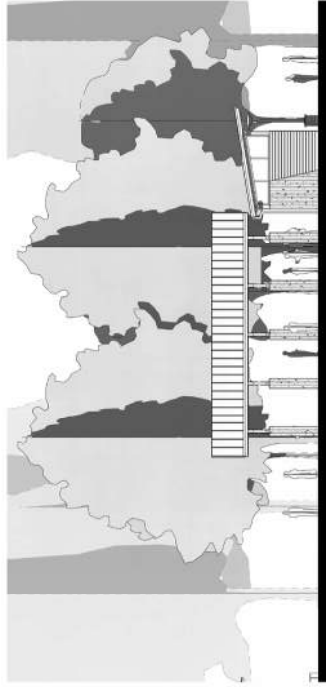
PRESENTATION ELEVATION NORTH  
1/8" = 1'-0"



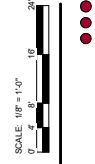
PRESENTATION ELEVATION EAST  
1/8" = 1'-0"



PRESENTATION ELEVATION WEST  
1/8" = 1'-0"



PRESENTATION ELEVATION SOUTH  
1/8" = 1'-0"



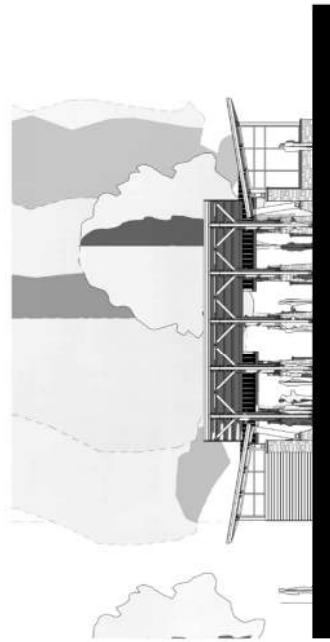
SCHEMATIC ELEVATIONS - INDUSTRIAL OPTION RESTROOM & SHELTER ONLY

12/11/19



Schematic Design

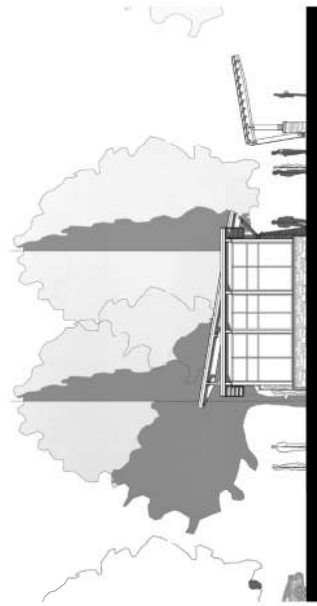
Rivers Edge - Trailhead



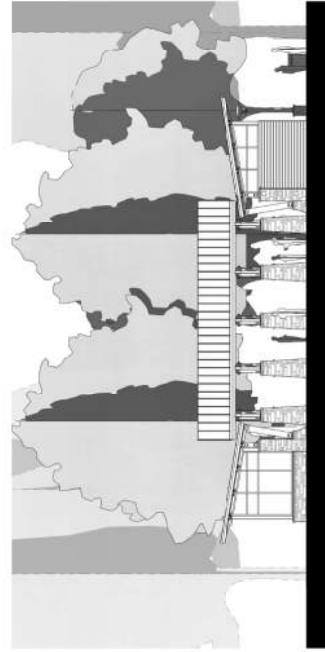
PRESENTATION ELEVATION NORTH  
1/8" = 1'-0"



PRESENTATION ELEVATION EAST  
1/8" = 1'-0"



PRESENTATION ELEVATION WEST  
1/8" = 1'-0"



PRESENTATION ELEVATION SOUTH  
1/8" = 1'-0"

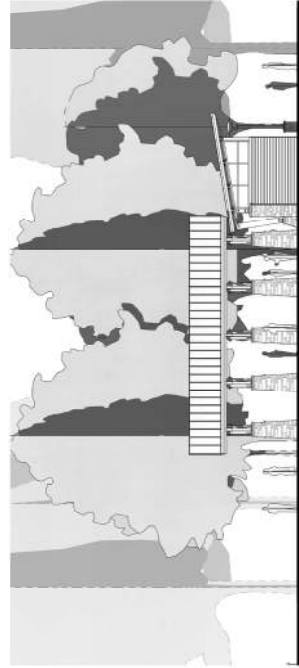
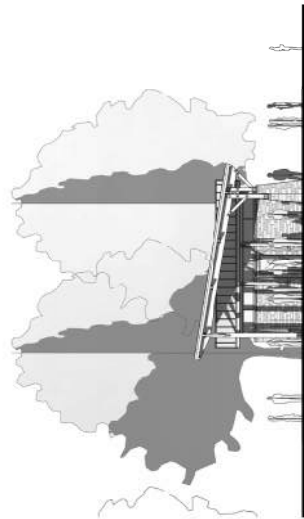
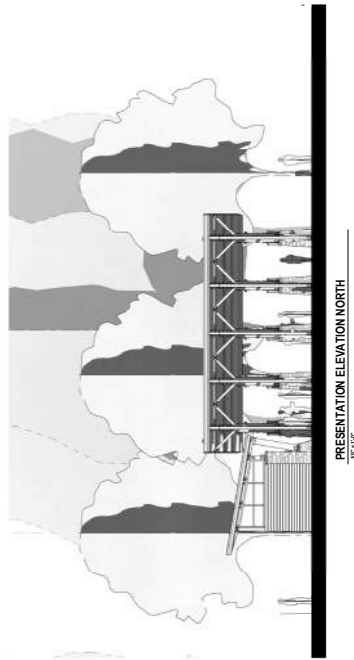


SCALE: 1/8" = 1'-0"



SCHEMATIC ELEVATIONS - RUSTIC OPTION

12/01/19

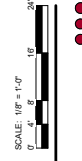


PRESENTATION ELEVATION WEST  
1/8" = 1'-0"

PRESENTATION ELEVATION SOUTH  
1/8" = 1'-0"

SCHEMATIC ELEVATIONS - RUSTIC OPTION RESTROOM & SHELTER ONLY

12/11/19



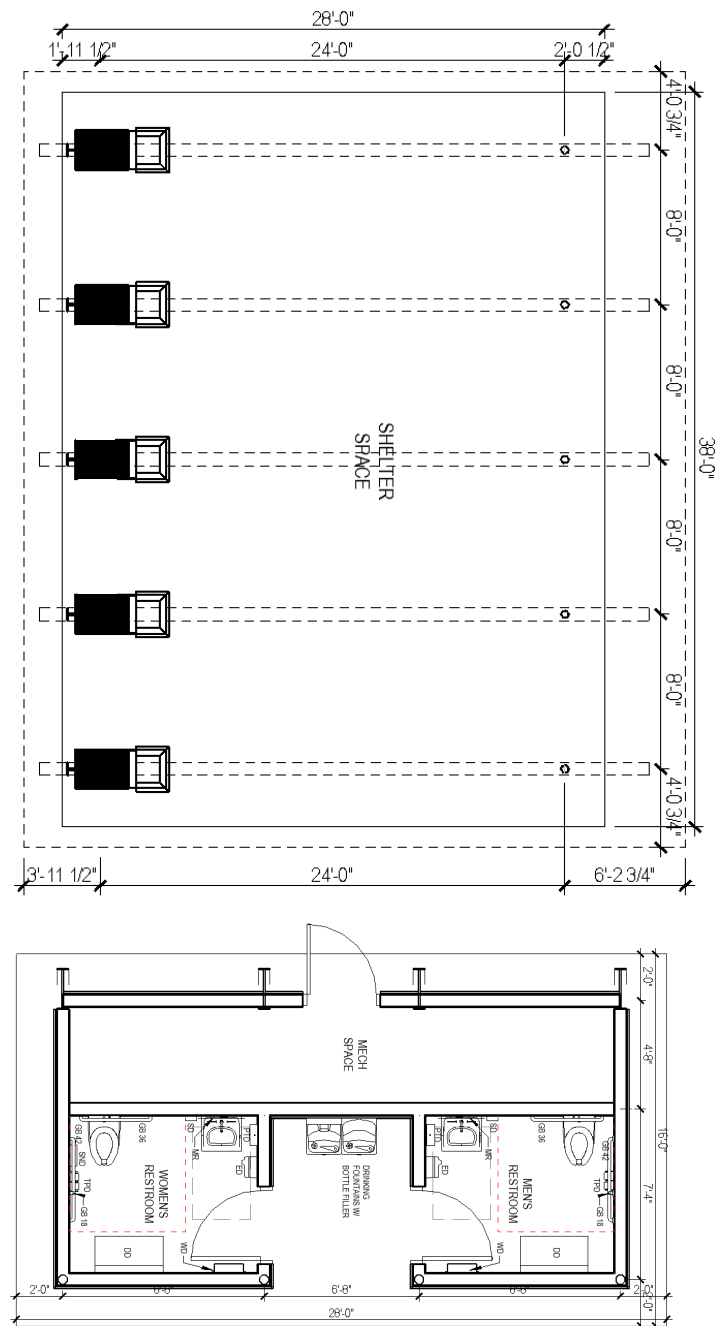
## PROJECT FOCUS

### ARCHITECTURAL GUIDELINES:

#### IRON AGE, MODERN RUSTIC & INDUSTRIAL CHARACTER

Question to ask:

1. When would you use this Architectural Character?
2. What other City resources would influence this guideline?
3. Other Considerations.



**IRON AGE**



**MODERN RUSTIC**



**INDUSTRIAL**





## PROJECT FOCUS

### ARCHITECTURAL GUIDELINES:

#### Iron Age Character

When would you use this Architectural Character?

- If the structure is located in a park within a designated historic district or neighborhood character similar to the photo at right.

What other City resources would influence this guideline?

- Individual Community Guidelines

Other Considerations.:

- Maintenance
- Cost
- Environmental and Flood Plain





**A**

Dark Bronze

**ROOF**  
Metal Roof: Berridge Manufacturing Co.  
[www.berridge.com](http://www.berridge.com)

**B**

SW 7028  
Urbane Bronze

**EAVES**  
Facia / Rake: Hardie Trim

**C**

SW 7046  
Anonymous

**SOFFIT**  
Under-Decking Tongue and Groove  
Option: Hardie Soffit

**D**

SW 7045  
Intellectual Gray

**STRUCTURE**  
Post  
Heavy Timber Truss Members  
Corner Board & Trim: Hardie Plank

**E**

SW 7044  
Amazing Gray

**SIDING**  
Lap Siding: Hardie Plank

**F**

Fond du Lac  
Country Squire

**BASE**  
Cap Stone: Cast Stone or Dressed Stone  
Coping  
Stone Veneer  
Stone Option: Mill Creek Tailored Blend, Buechel Stone Corp



## PROJECT FOCUS

### ARCHITECTURAL GUIDELINES:

#### Modern Rustic Character

When would you use this Architectural Character?

- If the structure is located in a park within a designated historic district or neighborhood character similar to the photo at right.

What other City resources would influence this guideline?

- Individual Community Guidelines

Other Considerations.:

- Maintenance
- Cost
- Environmental and Flood Plain





**A**

Copper Brown

Metal Roof: Berridge Manufacturing Co.  
[www.berridge.com](http://www.berridge.com)  
 Or Equal

**B**

SW 7027  
 Urbane Bronze

**EAVES**  
 Facia / Rake: Hardie Trim

**C**

SW 7026  
 Griffin

**SOFFIT**  
 Under-Decking Tongue and Groove  
 Option: Hardie Soffit

**D**

SW 7025  
 Backdrop

**STRUCTURE**  
 Post  
 Heavy Timber Truss Members  
 Trim: Hardie Plank

**E**

SW 7024  
 Functional Gray

**SIDING**  
 Lap Siding: Hardie Plank

**F**

Mill Creek Tailored Blend  
 Buechel Stone Corp

**BASE**  
 Cap Stone: Cast Stone or Dressed Stone  
 Coping  
 Stone Veneer  
 Stone Option: Mill Creek Tailored Blend, Buechel Stone Corp

Optional Colors; Dark Structure vs Light



## PROJECT FOCUS

### ARCHITECTURAL GUIDELINES:

#### Industrial Character

When would you use this Architectural Character?

- If the structure is located in a park within a designated historic district or neighborhood character similar to the photo at right.

What other City resources would influence this guideline?

- Individual Community Guidelines
- 

Other Considerations.:

- Maintenance
- Cost
- Environmental and Flood Plain





A

Dark Bronze

## ROOF

Metal Roof: Berridge Manufacturing Co.  
[www.berridge.com](http://www.berridge.com)

B

SW 7028  
Urbane Bronze

## EAVES

Facia / Rake: Hardie Trim

C

SW 7046  
Anonymous

## SOFFIT

Under-Decking Tongue and Groove  
Option: Hardie Soffit

D

SW 7045  
Intellectual Gray

## STRUCTURE

Post  
Heavy Timber Truss Members  
Corner Board & Trim: Hardie Plank

E

SW 7044  
Amazing Gray

## SIDING

Lap Siding: Hardie Plank

F

Board Form  
Cast in Place

## BASE

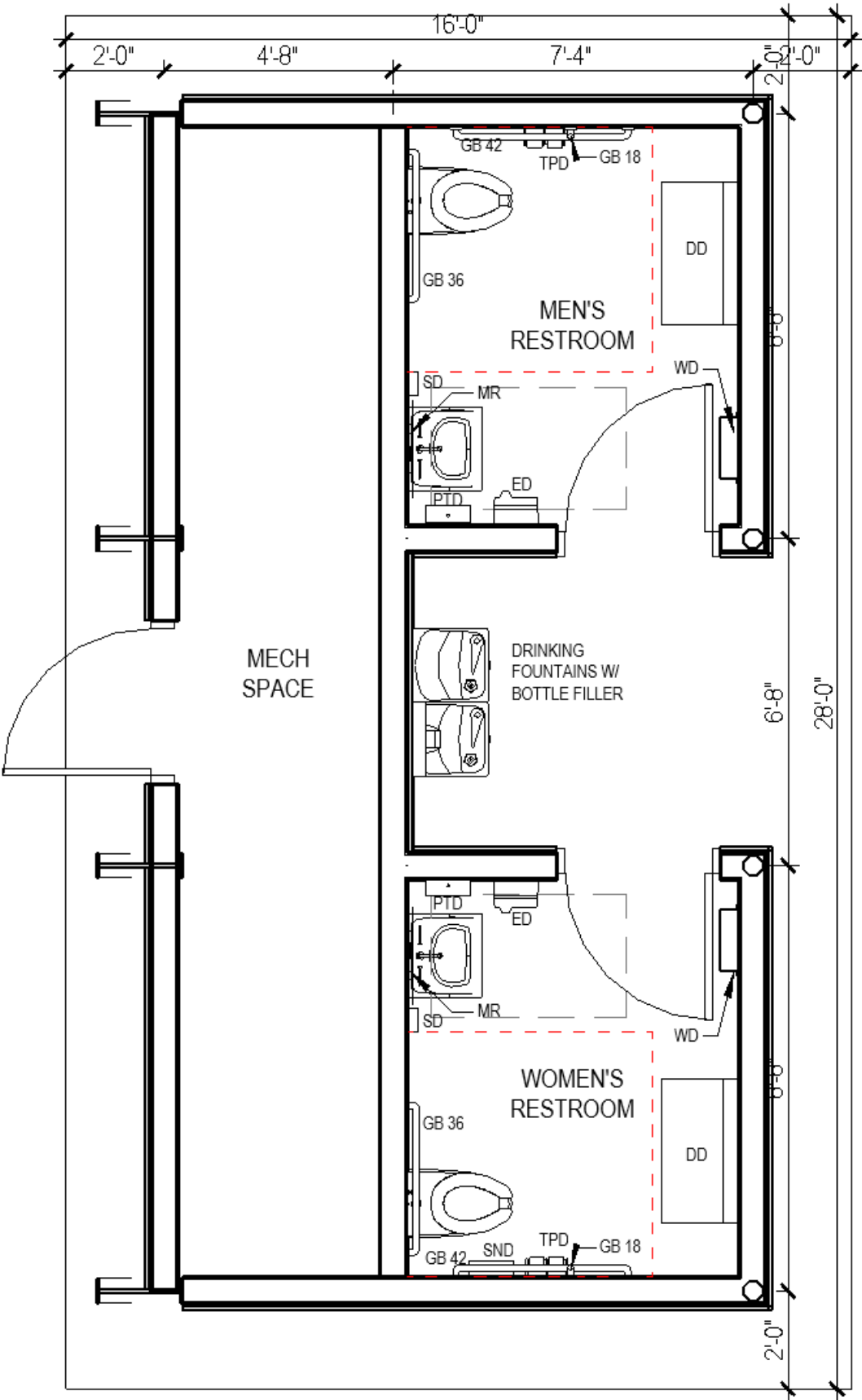
Concrete Formed

APPENDIX PARKITECTURE INTERIOR

ARCHITECTURAL GUIDELINES:

Interiors

- Interior Package







**Transom Windows**  
Velux Sun Tunnel 10"  
www.veluxusa.com



**Drinking Fountain:** Elkay  
Bottle Filling Station with  
SwirlFlo Drinking Fountain, Bi-  
Level, ADA, GreenSpec Listed



**Sanitary Napkin Disposal**  
Disposal with Lock - Surface  
Mounted - | American  
Specialties



**Hand Dryer**  
Xlerator. Electric w/ 8  
Second Dry Time



**Sink:** Kohler  
Vitreous China Wall Hung



**Toilet:** Kohler  
Kohler Vitreous China Wall  
Wall Hung



**Sink:** Acorn  
Wall-Mounted Washbasin



**Toilet:** Acorn  
Acorn Wall Hung  
Stainless Steel



**Toilet Tissue Twin Dispenser**  
Bradley Double Jumbo Roll



**Changing Station:** Koala  
Horizontal Wall Mounted  
Stainless Steel



**Soap Dispenser:**  
GOJO® ADX-12™ Push-Style  
Dispenser GOJO® Foam Soap



**Mirror:**  
Bradex Mirror  
24"x36" Stainless Steel



**Floor** – Sealed Concrete



**Walls**  
Burnish Block



**Fold Out Step Stool**  
Restroom Direct  
Stainless Steel SNW-SS 975

## APPENDIX PARKITECTURE INTERIOR

### SITE FURNISHINGS GUIDELINES:

#### Fixed & Moveable

- Site Furnishing Package







**Bike Rack**  
Plastisol (Classic) Rack  
[www.cyclesafe.com](http://www.cyclesafe.com)



**Litter Receptacles:**  
Scarborough Litter Recep.  
Side Opening, 30 Gallon



**Recycling Litter Receptacles:**  
Scarborough Line, Recycling Receptacle,  
Color Black, Side Opening, 30 Gallon



**Benches:**  
Recycled Plastic Product



**Grills & Cooking**  
[www.pilotrock.com](http://www.pilotrock.com)



**Picnic Tables**  
[www.pilotrock.com](http://www.pilotrock.com)

**Step 'n Wash**  
Self-Retracting Safety Step



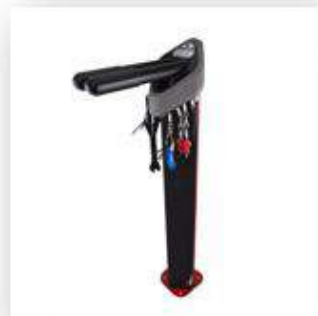
**Fold Out Step Stool**  
Restroom Direct  
Stainless Steel SNW-SS 975



**Limestone Seating:**  
Weber Stone Company Inc. 17" Cut Wall Stone with an 18" depth cut at 5' length for the large stones and 2.5' length for the small stones.



**Lighting**



**Deluxe Public Work Stand**  
Bike Repair Station



**Dyna Cushion**  
playground mats for  
underneath egresses &  
swings 4'x6'x2"



**Bigbelly**  
[www.bigbelly.com](http://www.bigbelly.com)

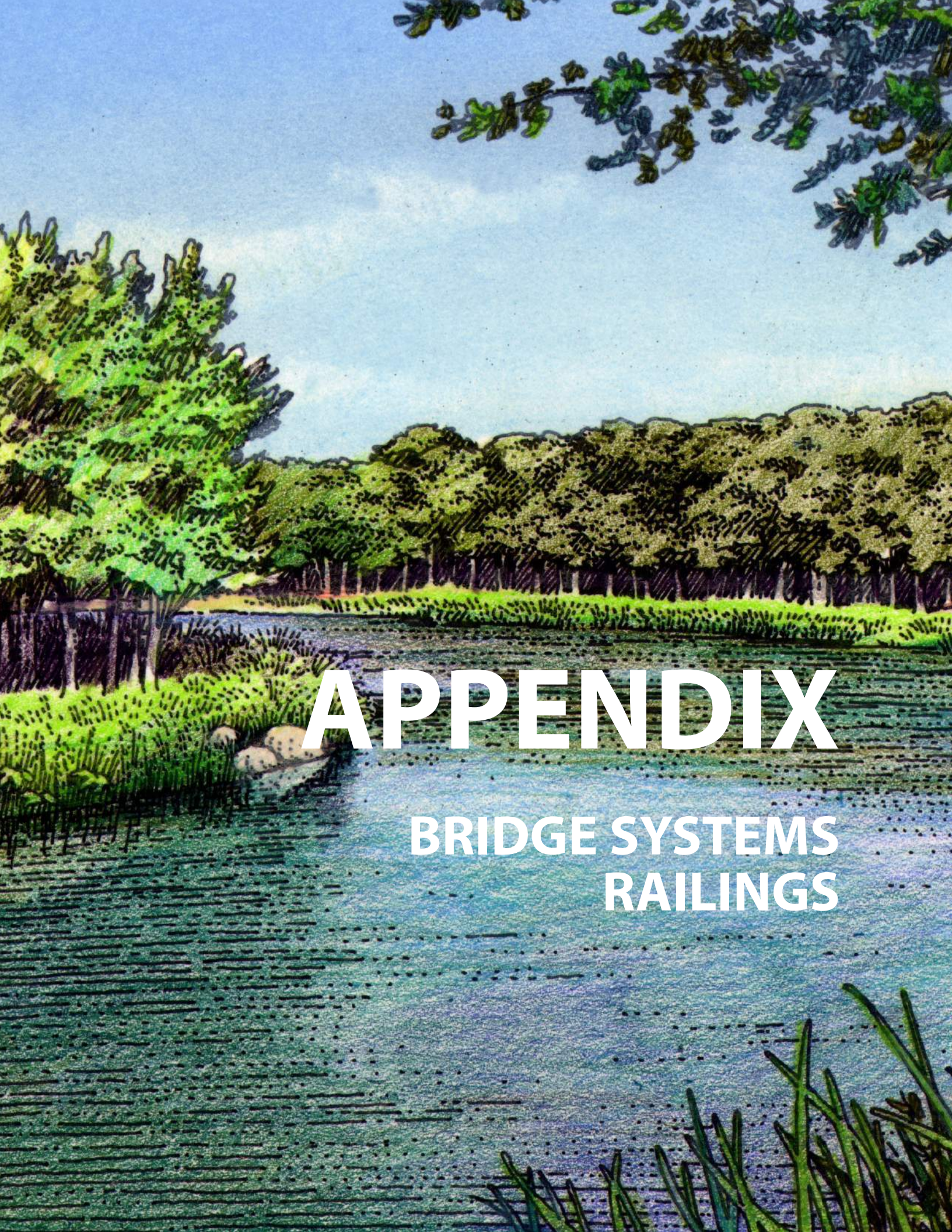


**Drinking Fountain:**  
Most Dependable Fountains –  
10155 SM (Pet Fountain Included)  
with added hose bib.







A watercolor illustration of a river scene. In the foreground, there's a body of water with horizontal brushstrokes. To the left, a grassy bank with some rocks and reeds is visible. A large, leafy tree stands on the left bank. In the background, a dense line of trees spans the horizon under a light blue sky. Some tree branches hang down from the top right corner. The overall style is soft and painterly.

# APPENDIX

BRIDGE SYSTEMS  
RAILINGS



## APPENDIX

### BRIDGE RAILING GUIDELINES:

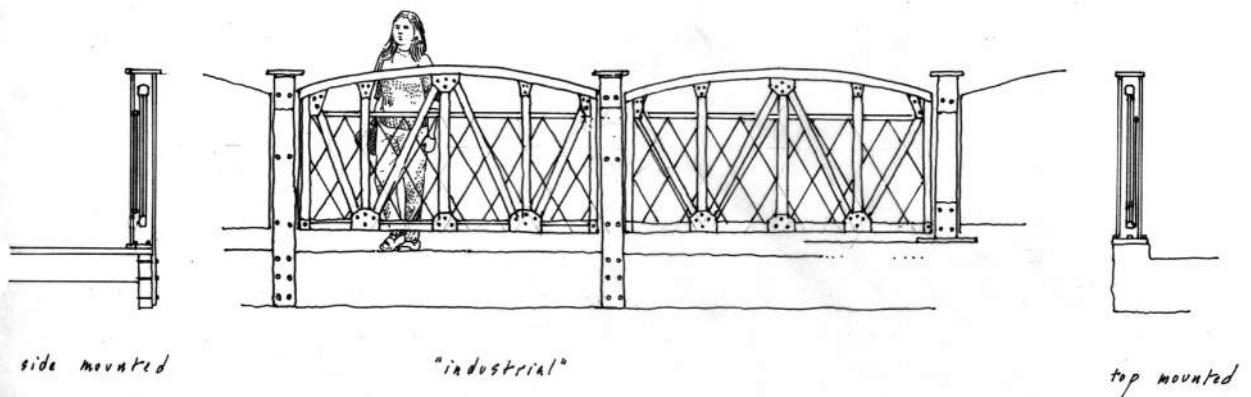
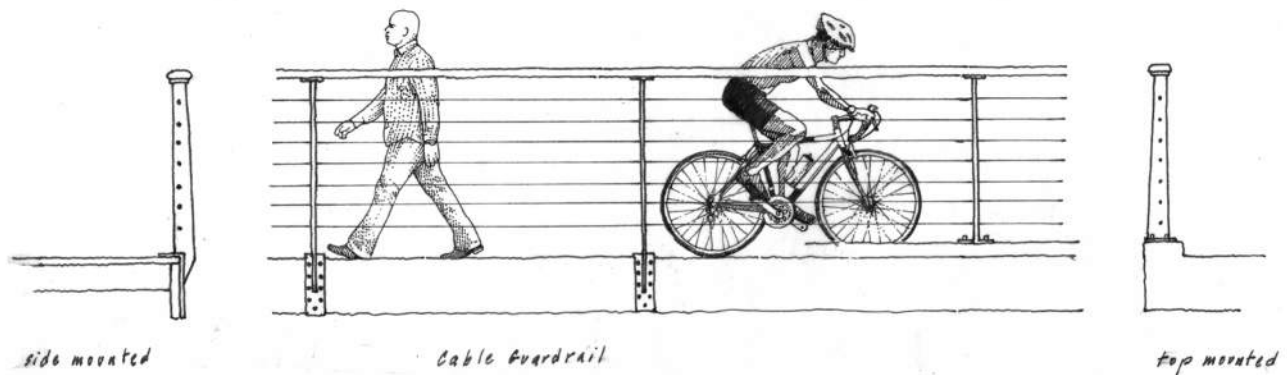
#### Concrete 'T' & Wood Structures

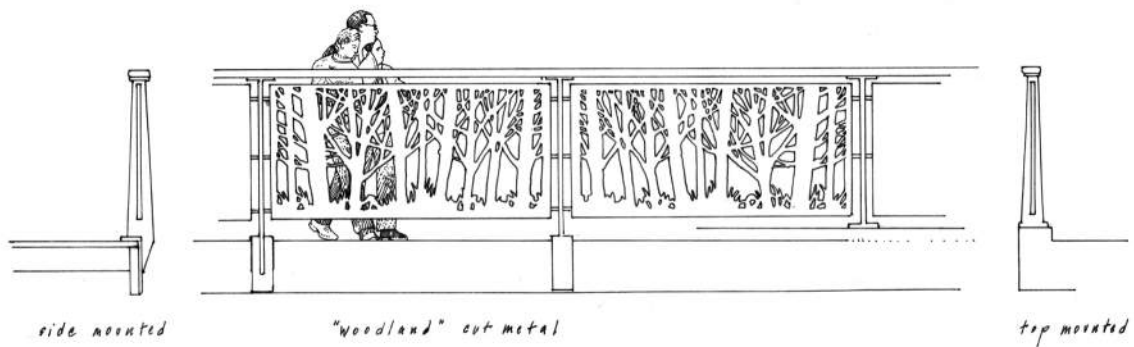
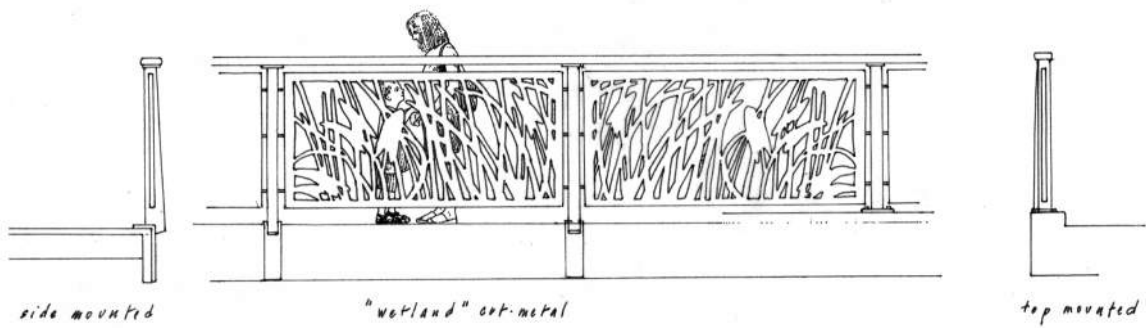
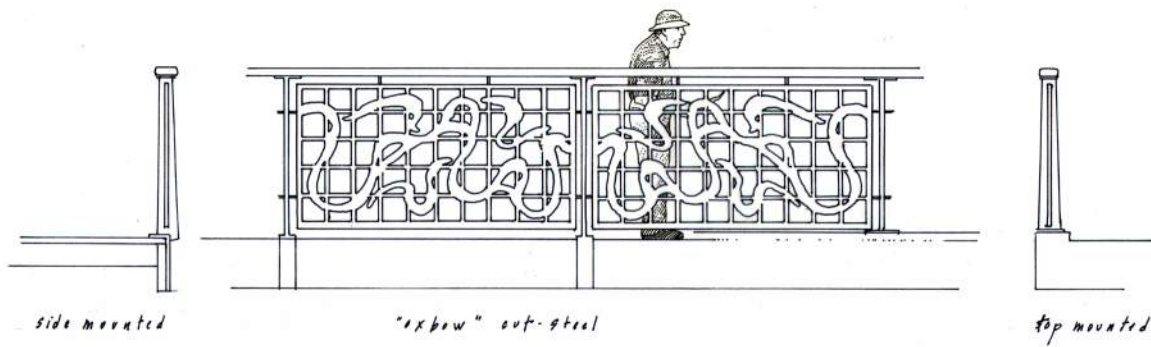
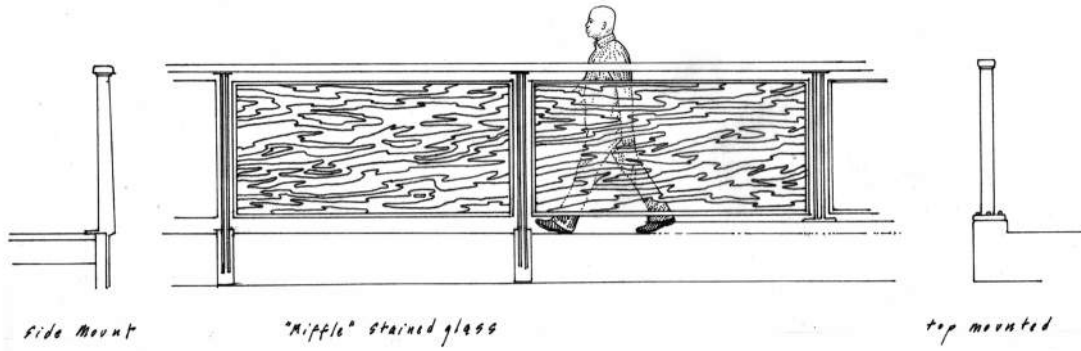
The bridges over the Iowa River represent the physical and symbolic connections between people and the landscape. The crossings create a rhythm along the trail, inviting people to stop for a moment and take in the incredible views of the river and experience the awesome expanse of nature and the intimate patterns of water below.

The bridges, a core to the infrastructure of the trail, are the best opportunity for the integration of public artwork in this project. Each bridge can become a destination from town to town, marking distinct distances and new vistas. They will serve to set the tone for the character of the overall trail, reinforcing themes that are introduced at the different respective trailheads.

Throughout history, bridges are part of peoples' memories. They have become the special places where stories are told, and people and events are celebrated and commemorated. The bridges along the Iowa River's Edge Trail speak to the relationship between the railroad and our agricultural heritage.

The artwork integrated within the structure of the bridges, both large and small, will become part of the textural fabric and the identity of the Iowa River's Edge trail. Many opportunities for sculptural railings, abutments, markers, lighting, historic narratives, shade and sound will raise awareness and sensitivity to the natural world that surrounds the user.





## APPENDIX

### THE INTEGRATION OF ART

“If you love art, or if you aspire to the arts, you loved nature first.” - *Elbert Hubbard, Poet Laureate of the American Arts and Crafts Movement*

To ride the Iowa River’s Edge Trail is to be immersed in our natural environment and to wind one’s way along a beautiful and ancient river. The integration of art, manifested in many different forms and materials, is the most important visual expression of our love and respect for nature. Art will “tell the story” of the landscape and heighten the trail experience for the visitor. The thoughtful integration of art will speak to the character and beauty of both the natural environment and the history of the communities along the trail.

Riding or walking the Iowa River’s Edge Trail is an “artful” experience unto itself. Art is part of our everyday existence and so inherent in the discoveries we find in nature. It is through nature that we make the most meaningful connections with our “self.” The artwork that is part of the trail experience helps to make this connection even more profound.

There are many opportunities for the integration of artwork throughout the Iowa River’s Edge Trail. The strategy for the successful development of an art “program” should be based on the concepts of nature and water, which emerged and were emphasized through public input during the planning process. The future integration of artwork needs to reflect a comprehensive awareness of location, scale, materials, maintenance, budget, phasing and more. It must be sensitive to moments for the “big impression” as well as the inti-

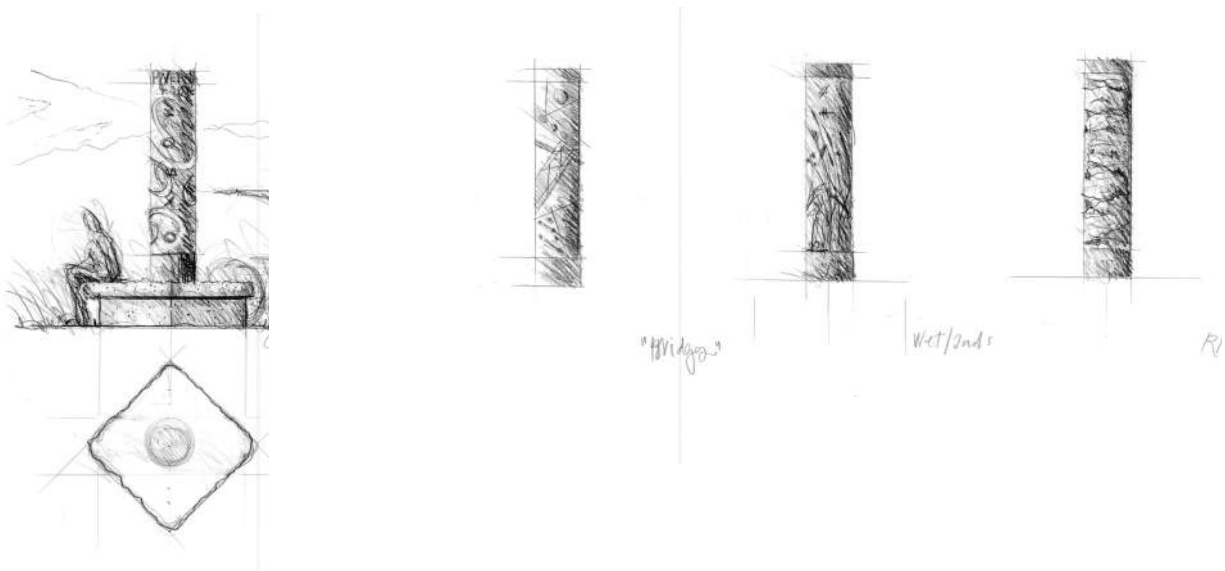
mate, personal discovery. In this way, the artwork will educate, inform and entertain, attracting and growing new audiences to the trail and the adjacent towns.

- Artwork integrated into the architecture and site at the individual trailheads.
- Kiosks
- Artwork within the infrastructure of the bridges: Railings, entrances, abutments, bridge deck, lighting
- Sculptural:
  - Benches
  - Pavement patterns
  - Shade structures/canopies
  - Observation platforms/blinds
  - Markers along the trail/historic narrative
  - Individual freestanding sculpture
  - Sculptural lighting along trail
  - Outdoor “galleries”—locations for temporary or changing thematic exhibitions
  - Children’s art programming
  - Photography
  - Commissioned “sound” or music integrated into locations above
  - Signage and Wayfinding





© BONDY STUDIO 19













## APPENDIX

### *EXAMPLE OF GRANT LANGUAGE FOR THE HIGH TRESTLE TRAIL BRIDGE*

Entitled “From Here to There” for the High Trestle Trail Bridge, the project serves as a model for other public art projects in many significant ways. The public art process and the resulting sculptural installation to the bridge physically and symbolically connects five distinct communities and over 600 miles of trail. The project has become a major new destination and cultural landmark for the state. It has been recognized for the contribution to the economic development of the region, with visitors to the closest community increasing by 15,000 to 20,000 per month. The scale and technical integration of the installation is also significant. Because substantial funding came from the Department of Transportation, the Art-in-Transit project had to meet and comply with numerous code applications, including having all welds inspected, over the half-mile length of the bridge (fifth longest pedestrian bridge in the country) at over 130 feet above the river valley.

The site-specific project not only involved the public in on-site workshops and presentation throughout the trail communities, it galvanized support in relationship to the subject of local coal mining history and the story of Italian immigrants that worked in the mine, with generations of families that still reside throughout the area. The installation is thoughtful of the site as it changes from day to night. State-of-the-art LED lighting creates a dramatic presence. As part of a state initiative on health, the artwork has become a focus for families, including programming through numerous agencies and bicycle collectives, organizing nighttime rides and picnics. A virtual reality video of riding across the bridge on bicycle was created for the public artwork, strategically used for fundraising for the project and contributed to the success of receiving the largest Vision Grant awarded in the state. The public art installation has been recognized by Public Art Year in Review and the BBC as one of the best eight footbridges in the world.





## Sports and Leisure Market Potential

Day Market  
Area: 6,810.05 square miles

Prepared by Esri

| Demographic Summary                                      |                                  | 2019      | 2024      |
|----------------------------------------------------------|----------------------------------|-----------|-----------|
| Population                                               |                                  | 1,009,661 | 1,070,554 |
| Population 18+                                           |                                  | 777,058   | 823,214   |
| Households                                               |                                  | 395,849   | 418,872   |
| Median Household Income                                  |                                  | \$63,439  | \$74,162  |
| Product/Consumer Behavior                                | Expected<br>Number of Adults/HHs | Percent   | MPI       |
| Participated in aerobics in last 12 months               | 58,154                           | 7.5%      | 98        |
| Participated in archery in last 12 months                | 20,985                           | 2.7%      | 99        |
| Participated in backpacking in last 12 months            | 29,515                           | 3.8%      | 111       |
| Participated in baseball in last 12 months               | 32,051                           | 4.1%      | 103       |
| Participated in basketball in last 12 months             | 65,742                           | 8.5%      | 106       |
| Participated in bicycling (mountain) in last 12 months   | 35,079                           | 4.5%      | 108       |
| Participated in bicycling (road) in last 12 months       | 82,108                           | 10.6%     | 109       |
| Participated in boating (power) in last 12 months        | 38,710                           | 5.0%      | 106       |
| Participated in bowling in last 12 months                | 75,621                           | 9.7%      | 110       |
| Participated in canoeing/kayaking in last 12 months      | 56,058                           | 7.2%      | 106       |
| Participated in fishing (fresh water) in last 12 months  | 106,469                          | 13.7%     | 118       |
| Participated in fishing (salt water) in last 12 months   | 28,584                           | 3.7%      | 94        |
| Participated in football in last 12 months               | 40,575                           | 5.2%      | 111       |
| Participated in Frisbee in last 12 months                | 35,420                           | 4.6%      | 114       |
| Participated in golf in last 12 months                   | 72,089                           | 9.3%      | 112       |
| Participated in hiking in last 12 months                 | 97,097                           | 12.5%     | 101       |
| Participated in horseback riding in last 12 months       | 18,440                           | 2.4%      | 102       |
| Participated in hunting with rifle in last 12 months     | 31,583                           | 4.1%      | 96        |
| Participated in hunting with shotgun in last 12 months   | 25,910                           | 3.3%      | 99        |
| Participated in ice skating in last 12 months            | 24,206                           | 3.1%      | 109       |
| Participated in jogging/running in last 12 months        | 106,240                          | 13.7%     | 107       |
| Participated in motorcycling in last 12 months           | 24,639                           | 3.2%      | 104       |
| Participated in Pilates in last 12 months                | 20,696                           | 2.7%      | 108       |
| Participated in ping pong in last 12 months              | 34,880                           | 4.5%      | 115       |
| Participated in skiing (downhill) in last 12 months      | 22,175                           | 2.9%      | 103       |
| Participated in soccer in last 12 months                 | 31,805                           | 4.1%      | 102       |
| Participated in softball in last 12 months               | 24,599                           | 3.2%      | 112       |
| Participated in swimming in last 12 months               | 133,318                          | 17.2%     | 105       |
| Participated in target shooting in last 12 months        | 37,803                           | 4.9%      | 112       |
| Participated in tennis in last 12 months                 | 29,830                           | 3.8%      | 111       |
| Participated in volleyball in last 12 months             | 33,100                           | 4.3%      | 122       |
| Participated in walking for exercise in last 12 months   | 195,393                          | 25.1%     | 102       |
| Participated in weight lifting in last 12 months         | 83,613                           | 10.8%     | 104       |
| Participated in yoga in last 12 months                   | 59,671                           | 7.7%      | 95        |
| Participated in Zumba in last 12 months                  | 24,440                           | 3.1%      | 96        |
| Spent on sports/rec equip in last 12 months: \$1-99      | 54,292                           | 7.0%      | 115       |
| Spent on sports/rec equip in last 12 months: \$100-\$249 | 49,099                           | 6.3%      | 103       |
| Spent on sports/rec equip in last 12 months: \$250+      | 67,720                           | 8.7%      | 108       |
| Attend sports events                                     | 141,853                          | 18.3%     | 110       |
| Attend sports events: baseball game - MLB reg seas       | 46,837                           | 6.0%      | 108       |
| Attend sports events: basketball game-NBA reg seas       | 12,792                           | 1.6%      | 97        |
| Attend sports events: football game (college)            | 32,518                           | 4.2%      | 118       |
| Attend sports events: high school sports                 | 29,957                           | 3.9%      | 115       |

**Data Note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

**Source:** These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2019 and 2024.

December 20, 2019



# ACS Population Summary

Day Market  
Area: 6,810.05 square miles

Prepared by Esri

|                                                              | 2013 - 2017<br>ACS Estimate | Percent | MOE(±) | Reliability |
|--------------------------------------------------------------|-----------------------------|---------|--------|-------------|
| <b>TOTALS</b>                                                |                             |         |        |             |
| Total Population                                             | 953,671                     |         | 8,198  | ■■■         |
| Total Households                                             | 374,401                     |         | 2,587  | ■■■         |
| Total Housing Units                                          | 403,340                     |         | 2,597  | ■■■         |
| <b>POPULATION AGE 3+ YEARS BY SCHOOL ENROLLMENT</b>          |                             |         |        |             |
| Total                                                        | 915,364                     | 100.0%  | 7,737  | ■■■         |
| Enrolled in school                                           | 266,580                     | 29.1%   | 4,264  | ■■■         |
| Enrolled in nursery school, preschool                        | 15,903                      | 1.7%    | 884    | ■■■         |
| Public school                                                | 10,755                      | 1.2%    | 700    | ■■■         |
| Private school                                               | 5,148                       | 0.6%    | 546    | ■■■         |
| Enrolled in kindergarten                                     | 13,380                      | 1.5%    | 808    | ■■■         |
| Public school                                                | 12,085                      | 1.3%    | 752    | ■■■         |
| Private school                                               | 1,295                       | 0.1%    | 307    | ■           |
| Enrolled in grade 1 to grade 4                               | 50,727                      | 5.5%    | 1,639  | ■■■         |
| Public school                                                | 46,200                      | 5.0%    | 1,579  | ■■■         |
| Private school                                               | 4,527                       | 0.5%    | 465    | ■■■         |
| Enrolled in grade 5 to grade 8                               | 49,962                      | 5.5%    | 1,648  | ■■■         |
| Public school                                                | 45,442                      | 5.0%    | 1,576  | ■■■         |
| Private school                                               | 4,520                       | 0.5%    | 508    | ■■■         |
| Enrolled in grade 9 to grade 12                              | 48,019                      | 5.2%    | 1,621  | ■■■         |
| Public school                                                | 43,830                      | 4.8%    | 1,552  | ■■■         |
| Private school                                               | 4,189                       | 0.5%    | 464    | ■■■         |
| Enrolled in college undergraduate years                      | 73,727                      | 8.1%    | 2,426  | ■■■         |
| Public school                                                | 61,474                      | 6.7%    | 2,278  | ■■■         |
| Private school                                               | 12,253                      | 1.3%    | 805    | ■■■         |
| Enrolled in graduate or professional school                  | 14,862                      | 1.6%    | 960    | ■■■         |
| Public school                                                | 9,419                       | 1.0%    | 798    | ■■■         |
| Private school                                               | 5,443                       | 0.6%    | 525    | ■■■         |
| Not enrolled in school                                       | 648,784                     | 70.9%   | 4,515  | ■■■         |
| <b>POPULATION AGE 65+ BY RELATIONSHIP AND HOUSEHOLD TYPE</b> |                             |         |        |             |
| Total                                                        | 129,314                     | 100.0%  | 2,044  | ■■■         |
| Living in Households                                         | 123,375                     | 95.4%   | 1,957  | ■■■         |
| Living in Family Households                                  | 81,791                      | 63.2%   | 1,828  | ■■■         |
| Householder                                                  | 41,731                      | 32.3%   | 994    | ■■■         |
| Spouse                                                       | 34,169                      | 26.4%   | 915    | ■■■         |
| Parent                                                       | 2,853                       | 2.2%    | 397    | ■■■         |
| Parent-in-law                                                | 1,090                       | 0.8%    | 254    | ■           |
| Other Relative                                               | 1,642                       | 1.3%    | 286    | ■■■         |
| Nonrelative                                                  | 305                         | 0.2%    | 107    | ■           |
| Living in Nonfamily Households                               | 41,584                      | 32.2%   | 1,092  | ■■■         |
| Householder                                                  | 40,027                      | 31.0%   | 1,049  | ■■■         |
| Nonrelative                                                  | 1,558                       | 1.2%    | 229    | ■■■         |
| Living in Group Quarters                                     | 5,939                       | 4.6%    | 616    | ■■■         |

Source: U.S. Census Bureau, 2013-2017 American Community Survey

Reliability: ■■■ high ■ medium ■ low

December 20, 2019



## Sports and Leisure Market Potential

Aspirational Market  
Area: 187,487.81 square miles

Prepared by Esri

| Demographic Summary                                      |                                  | 2019       | 2024       |
|----------------------------------------------------------|----------------------------------|------------|------------|
| Population                                               |                                  | 22,208,716 | 22,835,674 |
| Population 18+                                           |                                  | 17,199,016 | 17,731,847 |
| Households                                               |                                  | 8,644,574  | 8,886,592  |
| Median Household Income                                  |                                  | \$64,957   | \$74,797   |
| Product/Consumer Behavior                                | Expected<br>Number of Adults/HHs | Percent    | MPI        |
| Participated in aerobics in last 12 months               | 1,315,726                        | 7.7%       | 100        |
| Participated in archery in last 12 months                | 477,875                          | 2.8%       | 102        |
| Participated in backpacking in last 12 months            | 635,639                          | 3.7%       | 108        |
| Participated in baseball in last 12 months               | 678,358                          | 3.9%       | 99         |
| Participated in basketball in last 12 months             | 1,353,867                        | 7.9%       | 98         |
| Participated in bicycling (mountain) in last 12 months   | 749,419                          | 4.4%       | 104        |
| Participated in bicycling (road) in last 12 months       | 1,783,194                        | 10.4%      | 107        |
| Participated in boating (power) in last 12 months        | 884,868                          | 5.1%       | 109        |
| Participated in bowling in last 12 months                | 1,621,742                        | 9.4%       | 107        |
| Participated in canoeing/kayaking in last 12 months      | 1,291,212                        | 7.5%       | 110        |
| Participated in fishing (fresh water) in last 12 months  | 2,245,231                        | 13.1%      | 113        |
| Participated in fishing (salt water) in last 12 months   | 647,571                          | 3.8%       | 96         |
| Participated in football in last 12 months               | 821,046                          | 4.8%       | 101        |
| Participated in Frisbee in last 12 months                | 763,487                          | 4.4%       | 111        |
| Participated in golf in last 12 months                   | 1,590,717                        | 9.2%       | 111        |
| Participated in hiking in last 12 months                 | 2,180,378                        | 12.7%      | 103        |
| Participated in horseback riding in last 12 months       | 416,789                          | 2.4%       | 104        |
| Participated in hunting with rifle in last 12 months     | 751,039                          | 4.4%       | 103        |
| Participated in hunting with shotgun in last 12 months   | 595,605                          | 3.5%       | 103        |
| Participated in ice skating in last 12 months            | 519,177                          | 3.0%       | 105        |
| Participated in jogging/running in last 12 months        | 2,285,768                        | 13.3%      | 104        |
| Participated in motorcycling in last 12 months           | 556,206                          | 3.2%       | 106        |
| Participated in Pilates in last 12 months                | 446,649                          | 2.6%       | 105        |
| Participated in ping pong in last 12 months              | 711,090                          | 4.1%       | 106        |
| Participated in skiing (downhill) in last 12 months      | 495,322                          | 2.9%       | 104        |
| Participated in soccer in last 12 months                 | 659,030                          | 3.8%       | 96         |
| Participated in softball in last 12 months               | 526,642                          | 3.1%       | 108        |
| Participated in swimming in last 12 months               | 2,944,854                        | 17.1%      | 105        |
| Participated in target shooting in last 12 months        | 845,350                          | 4.9%       | 113        |
| Participated in tennis in last 12 months                 | 601,169                          | 3.5%       | 101        |
| Participated in volleyball in last 12 months             | 654,384                          | 3.8%       | 109        |
| Participated in walking for exercise in last 12 months   | 4,423,040                        | 25.7%      | 105        |
| Participated in weight lifting in last 12 months         | 1,865,952                        | 10.8%      | 105        |
| Participated in yoga in last 12 months                   | 1,359,995                        | 7.9%       | 98         |
| Participated in Zumba in last 12 months                  | 534,876                          | 3.1%       | 95         |
| Spent on sports/rec equip in last 12 months: \$1-99      | 1,142,404                        | 6.6%       | 109        |
| Spent on sports/rec equip in last 12 months: \$100-\$249 | 1,098,007                        | 6.4%       | 104        |
| Spent on sports/rec equip in last 12 months: \$250+      | 1,511,903                        | 8.8%       | 109        |
| Attend sports events                                     | 3,097,639                        | 18.0%      | 108        |
| Attend sports events: baseball game - MLB reg seas       | 1,015,682                        | 5.9%       | 105        |
| Attend sports events: basketball game-NBA reg seas       | 272,203                          | 1.6%       | 93         |
| Attend sports events: football game (college)            | 678,466                          | 3.9%       | 112        |
| Attend sports events: high school sports                 | 649,279                          | 3.8%       | 112        |

**Data Note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

**Source:** These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2019 and 2024.





## Sports and Leisure Market Potential

Overnight Market  
Area: 71,588.18 square miles

Prepared by Esri

| Demographic Summary                                      |                                  | 2019      | 2024      |
|----------------------------------------------------------|----------------------------------|-----------|-----------|
| Population                                               |                                  | 4,871,886 | 5,037,243 |
| Population 18+                                           |                                  | 3,767,552 | 3,892,033 |
| Households                                               |                                  | 1,930,079 | 1,993,444 |
| Median Household Income                                  |                                  | \$60,449  | \$69,025  |
| Product/Consumer Behavior                                | Expected<br>Number of Adults/HHs | Percent   | MPI       |
| Participated in aerobics in last 12 months               | 264,279                          | 7.0%      | 92        |
| Participated in archery in last 12 months                | 103,054                          | 2.7%      | 100       |
| Participated in backpacking in last 12 months            | 129,953                          | 3.4%      | 101       |
| Participated in baseball in last 12 months               | 139,585                          | 3.7%      | 93        |
| Participated in basketball in last 12 months             | 278,942                          | 7.4%      | 93        |
| Participated in bicycling (mountain) in last 12 months   | 151,253                          | 4.0%      | 96        |
| Participated in bicycling (road) in last 12 months       | 369,545                          | 9.8%      | 101       |
| Participated in boating (power) in last 12 months        | 190,005                          | 5.0%      | 107       |
| Participated in bowling in last 12 months                | 341,228                          | 9.1%      | 103       |
| Participated in canoeing/kayaking in last 12 months      | 273,917                          | 7.3%      | 107       |
| Participated in fishing (fresh water) in last 12 months  | 534,695                          | 14.2%     | 123       |
| Participated in fishing (salt water) in last 12 months   | 129,149                          | 3.4%      | 88        |
| Participated in football in last 12 months               | 173,017                          | 4.6%      | 97        |
| Participated in Frisbee in last 12 months                | 160,925                          | 4.3%      | 107       |
| Participated in golf in last 12 months                   | 339,434                          | 9.0%      | 108       |
| Participated in hiking in last 12 months                 | 426,682                          | 11.3%     | 92        |
| Participated in horseback riding in last 12 months       | 86,841                           | 2.3%      | 99        |
| Participated in hunting with rifle in last 12 months     | 179,430                          | 4.8%      | 112       |
| Participated in hunting with shotgun in last 12 months   | 143,318                          | 3.8%      | 113       |
| Participated in ice skating in last 12 months            | 105,655                          | 2.8%      | 98        |
| Participated in jogging/running in last 12 months        | 453,928                          | 12.0%     | 94        |
| Participated in motorcycling in last 12 months           | 126,824                          | 3.4%      | 110       |
| Participated in Pilates in last 12 months                | 91,147                           | 2.4%      | 98        |
| Participated in ping pong in last 12 months              | 151,550                          | 4.0%      | 103       |
| Participated in skiing (downhill) in last 12 months      | 98,339                           | 2.6%      | 94        |
| Participated in soccer in last 12 months                 | 134,581                          | 3.6%      | 89        |
| Participated in softball in last 12 months               | 122,143                          | 3.2%      | 115       |
| Participated in swimming in last 12 months               | 610,392                          | 16.2%     | 100       |
| Participated in target shooting in last 12 months        | 196,980                          | 5.2%      | 120       |
| Participated in tennis in last 12 months                 | 121,631                          | 3.2%      | 94        |
| Participated in volleyball in last 12 months             | 153,414                          | 4.1%      | 117       |
| Participated in walking for exercise in last 12 months   | 946,905                          | 25.1%     | 102       |
| Participated in weight lifting in last 12 months         | 369,183                          | 9.8%      | 94        |
| Participated in yoga in last 12 months                   | 251,442                          | 6.7%      | 83        |
| Participated in Zumba in last 12 months                  | 107,565                          | 2.9%      | 87        |
| Spent on sports/rec equip in last 12 months: \$1-99      | 257,113                          | 6.8%      | 112       |
| Spent on sports/rec equip in last 12 months: \$100-\$249 | 231,245                          | 6.1%      | 100       |
| Spent on sports/rec equip in last 12 months: \$250+      | 335,236                          | 8.9%      | 110       |
| Attend sports events                                     | 655,725                          | 17.4%     | 104       |
| Attend sports events: baseball game - MLB reg seas       | 203,630                          | 5.4%      | 97        |
| Attend sports events: basketball game-NBA reg seas       | 52,190                           | 1.4%      | 82        |
| Attend sports events: football game (college)            | 152,124                          | 4.0%      | 114       |
| Attend sports events: high school sports                 | 151,524                          | 4.0%      | 120       |

**Data Note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

**Source:** These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2019 and 2024.

December 20, 2019

## DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day 31 of January, 2020 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and PRESERVING US, INC ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 201 EAST MAIN STREET to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$75,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, April 11, 2021.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the date of City Council approval of this Agreement may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the restoration of the building to residential apartment units, as more specifically described in the Grant application.



7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** The Catalyst Grant amount approved is \$75,000. In addition to the Grant funding the parties agree to the following financial commitments.

- None

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

**13. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

**City of Marshalltown**

BY. \_\_\_\_\_  
Mayor

ATTEST. \_\_\_\_\_  
City Clerk

**PRESERVING US, INC**

BY. Angela M. Muehler

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH PRESERVING US INC.  
FOR A \$75,000 CATALYST BUILDING GRANT**

**WHEREAS**, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

**WHEREAS**, a review committee has recommended a grant of \$75,000 to Preserving US Inc. on behalf of an application submitted by Cohen-Esrey for the renovation of 201 East Main Street, also known as the Marshalltown Senior Residences; and

**WHEREAS**, the Iowa Economic Development Authority concurred with the grant and the amount;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the attached development agreement with Preserving US Inc. is hereby approved and the Mayor is directed to execute the agreement.

Passed this 10<sup>th</sup> day of February, 2020, and signed this \_\_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING THE USE OF \$17,500 OF COUNCIL-DESIGNATED  
LOCAL OPTION SALES TAX TO FUND A CONTRACT FOR THE  
MARSHALLTOWN HOUSING INITIATIVE**

**WHEREAS**, the Marshalltown Area Chamber of Commerce (“Chamber”) is a partner organization of the City of Marshalltown in the City’s goal of expanding and improving development within the community; and

**WHEREAS**, previous partnerships with the Chamber to fund a Housing Needs Study have verified the need for single family residential units; and

**WHEREAS**, the Chamber has worked with McClure Engineering Company to develop a scope of work to gather and review data related to housing and develop incentives based on that data with a proposed total fee of \$35,000; and

**WHEREAS**, creating partnerships to help grow the community are vital for successful implementation;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that \$17,500 of Council-designated Local Option Sales Tax is hereby authorized to be paid to the Marshalltown Area Chamber of Commerce upon presentation of a fully-executed contract with McClure Engineering Company.

Passed this 10<sup>th</sup> day of February, 2020 and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**Project No. XXX**  
**Project Name: Marshalltown Housing Initiative**  
**Project Manager: Bethany Wilcoxon, AICP**

## Housing Initiative Agreement for Professional Services

This Agreement, is made on the \_\_\_\_\_ day of February 2020 by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Consultant**"); and **Marshalltown Area Chamber of Commerce** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement and attached as Exhibit 'B'. The Project shall be described as:

### ***Marshalltown Housing Initiative***

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for Owner's Responsibilities).*
2. The **Consultant** shall provide the services marked "included" as follows:

| ITEM                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | INCLUDED                            | NOT INCLUDED             |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| <b>PART I - PLANNING SERVICES</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                          |
| <b>1.1</b>                        | <b><u>Inventory/Data Review and Housing Concept Development</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                          |
|                                   | 1. Review existing housing studies, surveys, and associated housing data points. Specifically, the Consultant will be provided a mapped inventory of available lots (both infill and greenfield) that would be available for housing development, a mapped prioritization of these areas, and a summary of existing and past City incentives for housing development.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 2. Meet with stakeholders, including business leaders, realtors, financial institutions, the City of Marshalltown, Marshall County, etc., to understand housing needs and level of commitment to consider housing incentives. This will be limited to one (1) day of meetings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 3. Meet with developers that have the potential to bring new housing or that have brought housing to the community in the last 2-3 years, including Simms Construction and Orton Homes, to: <ul style="list-style-type: none"> <li>a) Review housing concepts (square footages, price points, bedrooms, garages, etc.) that have been brought to the community and determine if they address the identified needs.</li> <li>b) If the concepts do not address the identified needs, work with developers to define concepts at two (2) price points that address identified needs.</li> <li>c) Identify where concepts may fit within the City's prioritized development areas and estimate the cost to prepare those lots for new units; and,</li> <li>d) Understand end-user/buyer financing challenges for the housing concepts and financial models developed to identify the affordability "gap."</li> </ul> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 4. Present a high-level summary to Steering Committee outlining findings of Tasks 1-3 and obtain their approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>1.2</b>                        | <b><u>Housing Incentive Development</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                          |
|                                   | 1. Develop financial incentive program policies to minimize the private sector risk by using public and private funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 2. Test the financial sensitivity of the proposed financial incentives and the impact these incentives may have on taxes, utility rates, TIF, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 3. Meet with City's bonding attorney, staff, etc., to ensure policy ideas are legal and financially feasible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 4. Prepare a draft Marshalltown housing initiative program policy statement that will include a description of financial incentives needed, the criteria required to be eligible for the funding incentives, and other policies identified to make the program fair, equitable, and consistently applied to all developers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 5. Identify stakeholders with the authority to commit funds to determine their willingness to fund elements of the incentive program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 6. Based on incentives needed and the willingness of the funding stakeholders to commit to the project, make a recommendation as to "Go" or "No-Go" to move forward with the incentive program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 7. Conduct a meeting with Steering Committee to share policy proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                   | 8. Upon receiving Steering Committee approval, develop a workbook including the housing policy, funding incentives, eligibility criteria for the funds, participating funding entities with letters of commitment, financial sensitivity and the impact of funding on respective entities, a list of builders/developers who have expressed interest in the program, and other relevant information received and developed as part of the planning effort.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| ITEM                                                                                                                                                                                                                                                                                                                                               | INCLUDED                                                 | NOT INCLUDED                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>PART II – IMPLEMENTATION</b>                                                                                                                                                                                                                                                                                                                    |                                                          |                                                                                |
| <b>2.1 Implementation</b> <ol style="list-style-type: none"> <li>1. Work with developer(s)/homebuilder(s) to educate them on the programs, incentives, market, etc., to attempt to get a company to develop the project(s).</li> <li>2. Connect interested developers with appropriate entities to secure incentives and build housing.</li> </ol> | <input type="checkbox"/><br><br><input type="checkbox"/> | <input checked="" type="checkbox"/><br><br><input checked="" type="checkbox"/> |

4. Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

|                                                                         | T&M Estimate | Included                            | Not Included                        |
|-------------------------------------------------------------------------|--------------|-------------------------------------|-------------------------------------|
| <b>Task 1.1 – Inventory/Data Review and Concept Housing Development</b> | \$15,000     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>Task 1.2 – Housing Incentive Development</b>                         | \$20,000     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>Task 2.1 – Implementation</b>                                        | \$14,400     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|                                                                         | \$35,000     |                                     |                                     |

5. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
6. This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.

|                                      | Included                            | Not Included             |
|--------------------------------------|-------------------------------------|--------------------------|
| Exhibit 'A' Hourly Rate Schedule     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'B' Terms & Conditions       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'C' Owner's Responsibilities | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**OWNER: Marshalltown Area Chamber of Commerce**

**CONSULTANT: McClure Engineering Company**

By: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 'A'  
McCLURE ENGINEERING COMPANY  
HOURLY RATE SCHEDULE  
(Effective through December 31, 2020)

---

| <u>PERSONNEL</u>                         | <u>HOURLY RATE</u> |
|------------------------------------------|--------------------|
| Administrative .....                     | \$80.00            |
| Client Liaison .....                     | \$180.00           |
| Engineer I .....                         | \$110.00           |
| Engineer II .....                        | \$140.00           |
| Engineer III .....                       | \$170.00           |
| Engineer IV .....                        | \$210.00           |
| Project Manager I .....                  | \$170.00           |
| Project Manager II .....                 | \$195.00           |
| Project Coordinator .....                | \$90.00            |
| Principal .....                          | \$250.00           |
| Senior Principal .....                   | \$295.00           |
| Community Planner I .....                | \$135.00           |
| Community Planner II .....               | \$225.00           |
| Landscape Architect I .....              | \$100.00           |
| Landscape Architect II .....             | \$135.00           |
| Engineering Tech I .....                 | \$85.00            |
| Engineering Tech II .....                | \$105.00           |
| Engineering Tech III .....               | \$125.00           |
| Engineering Tech IV .....                | \$160.00           |
| Land Surveyor I .....                    | \$130.00           |
| Land Surveyor II .....                   | \$160.00           |
| On-Site Representative I (OSR I) .....   | \$105.00           |
| On-Site Representative II (OSR II) ..... | \$145.00           |
| Crew Chief (CC) .....                    | \$120.00           |
| Crew Member (CM) .....                   | \$90.00            |
| Intern .....                             | \$70.00            |
| Survey Crew .....                        | \$200.00           |

EQUIPMENT

|                           |          |
|---------------------------|----------|
| 3D Scanner per Scan ..... | \$30.00  |
| UAV per Flight .....      | \$125.00 |
| Sonar Boat .....          | \$125.00 |

MISCELLANEOUS EXPENSES

|                                                        |                  |
|--------------------------------------------------------|------------------|
| Survey Vehicle Mileage .....                           | \$0.70/Mile      |
| Automobile Mileage (at current IRS rate) .....         | Current IRS Rate |
| Printing .....                                         | Per Contract     |
| Survey Supplies (Hubs, Lath, Paint, Nails, etc.) ..... | Per Contract     |
| Out-of-Pocket Expenses (Meals, Hotels, etc.) .....     | Per Contract     |



# McCLURE ENGINEERING COMPANY

## STANDARD TERMS AND CONDITIONS

**ACCESS TO SITE:** The **Engineer** shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

**Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

**OPINIONS OF PROBABLE COSTS:** **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

**BETTERMENT:** If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

**SHOP DRAWING REVIEW:** If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

**Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

**Engineer** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no

design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

**SUBSURFACE CONDITIONS:** The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**LIMITATION OF LIABILITY:** The **Engineer's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**WAIVERS:** The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

## Exhibit C: OWNER's Responsibilities

**OWNER** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
8. Arrange for financing and pay for services as agreed to in this Agreement.

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR  
THE S.1<sup>ST</sup> STREET PARKING LOT PROJECT PLT19001 FOR FOX ENGINEERING  
ASSOCIATES, INC  
AN INCREASE OF \$5,800.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering Associates, Inc. for the engineering services for the 1<sup>ST</sup> Street Parking Lot Project #PLT19001

WHEREAS an increase is requested for items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the new contract for the 1<sup>st</sup> Street Parking Lot Project, in the increased amount of \$5,800.00 is hereby accepted and approved.

Passed this 10<sup>th</sup> day of February 2020, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk



## AMENDMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

February 3, 2020

Justin Nickel, P.E.  
Public Works Director  
City Hall  
36 N. Center Street  
Marshalltown, Iowa 50158

RE: Amendment to Agreement for Engineering Services  
S. 1<sup>st</sup> Street Parking Lot Improvements  
FOX File No. 7061-18A  
City Project No. PLT19001

Dear Mr. Nickel:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the **S. 1<sup>st</sup> Street Parking Lot Improvements Project**, hereafter referred to as the Project. We are pleased to submit this amendment to our scope of services to the agreement dated November 26, 2018. Based on discussions with Alliant Energy and city staff, additional services are required to include lighting, electric car charging station design, and other electrical engineering services for the parking lot project. The following modifications or additional scope of services are included in the attached Amendment to the Agreement for Engineering Services for this project:

- Final Design Phase Services
- Bidding Phase Services
- Construction Administration Phase Services

### Scope of Services

Items included in this task series are those that FOX has identified as likely required for completion of the project. Our additional services will generally consist of the following work items:

#### Task 420 – Final Design Phase Services

FOX Engineering will complete the necessary electrical design services to include construction documents (electrical site plan and associated notes/schedule) for electrical systems including:

- New site lighting layout including circuiting and utility company power connections.
- Coordination with Alliant Energy for relocation of utility transformer and power supply for lighting.
- Coordination with owner standards for light poles and fixtures.
- Lighting and controls.
- Lighting photometrics calculation and report.
- Electric car charging station design based on standard equipment.
- Attendance of up to one design review meeting in Marshalltown.

---

### **Task Series 440– Bidding Services**

FOX Engineering will complete additional bidding phase services including responding to electrical design questions and preparing addenda as necessary.

### **Task Series 600 - Construction Administration**

Complete electrical design administration services as follows:

- Responding to contractor questions
- Preparing change orders
- Answering Requests for Information (RFI's)
- Reviewing shop drawings.
- One (1) on site observations site visit at project completion for final punch list of electrical items.

### **Fees and Schedule**

The additional fees to be added as part of this amendment for the Project shall be as follows:

- Final Design Services - \$4,300 - Fixed Fee
- Bidding Services - \$500 - Fixed Fee
- Construction Administration - \$1,000 – Fixed Fee

The total additional fee for engineering design and construction phase services is \$5,800.

Schedule for construction phase will be determined by Contractor construction progress. The following is the anticipated schedule for the project to completion:

- Begin Construction - July 2020
- Substantial Completion - October 2020
- Final Completion - November 2020

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

### **Special Notes**

1. If you have special contact or communication requirements, please advise us accordingly.
2. Please make available to us all pertinent existing data as well as complete information as to your requirements, including any special or extraordinary services.
3. Please advise us in writing at an early date if you have budgetary limitations for the project. FOX will endeavor to work within the budget limitations provided. Upon request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.
4. The fees presented do not include any additional environmental assessments or a geotechnical exploration. As requested and deemed necessary, FOX Engineering will provide assistance to the City of Marshalltown for completion of these services or the contract can be amended to include them.

---

This Amendment, the referenced Engineering Agreement for the S. 1<sup>st</sup> Street Parking Lot Improvements Project, and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Amendment satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Amendment.

Respectfully Submitted,  
FOX Engineering Associates, Inc.



Project Manager  
Steven Soupir, P.E., CFM



Principal  
Lance Aldrich, P.E.

Attachments: Engineering Agreement for S. 1<sup>st</sup> Street Parking Lot Improvements Project  
Exhibit K - Amendment No. 1





This is **Attachment 1**, consisting of 3 pages, to  
Amendment No.1, dated February 10, 2020.

## **Modifications**

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
  - a. Additional Final Design Phase Services
    - i. New site lighting layout including circuiting and utility company power connections.
    - ii. Coordination with Alliant Energy for relocation of utility transformer and power supply for lighting.
    - iii. Coordination with owner standards for light poles and fixtures.
    - iv. Lighting and controls.
    - v. Lighting photometrics calculation and report.
    - vi. Electric car charging station design based on standard equipment.
    - vii. Attendance of up to one design review meeting in Marshalltown.
  - b. Additional Bidding Phase Services
    - i. FOX Engineering will complete additional bidding phase services including responding to electrical design questions and preparing addenda as necessary.
  - c. Additional construction administration for electrical engineering services.
    - i. Responding to contractor questions.
    - ii. Preparing change orders.
    - iii. Answering Requests for Information (RFI's).
    - iv. Reviewing shop drawings.
    - v. One (1) on site observations site visit at project completion for final punch list.
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
  - a. Final Design - \$4,300 – Fixed Fee
  - b. Bidding - \$500 – Fixed Fee
  - c. Construction Administration - \$1,000 – Fixed Fee

The total additional fees for engineering design and construction phase services is \$5,800.

3. For compensation of the distribution of plans and specifications during the bidding phase, add the following to Exhibit B:

### **B. Other Provisions Concerning Payment Under this Paragraph B1.02**

1. Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room

services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law. This shall also include the costs of electronic distribution of project documents at a different unit price.

4. The schedule for the additional services provided for this project is as follows:

a. Reference Exhibit E, Project Schedule; add the following items:

- i. Final Design - March 2020
- ii. Bidding – May 2020
- iii. Construction Administration - November 2020

**RESOLUTION ADOPTING THE 2020-2021 STRATEGIC PLAN**

**WHEREAS**, annually the Mayor, City Council and department head team meet to discuss the future work of the City in order to put forth a strategic plan to communicate and guide the activities of the organization; and

**WHEREAS**, the City of Marshalltown held this strategic planning session on December 18, 2019; and

**WHEREAS**, the City Council reviewed a draft of the goals and objectives and found the draft to be an acceptable plan for 2019-2020;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, the attached strategic plan, including mission, values, goals and objectives and implementation plan are hereby adopted.

Passed this 10<sup>th</sup> day of February, 2020, and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk



The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

To achieve this mission, we place importance on the following values:

- ⇒ **Inclusiveness** – working as one to deliver exceptional outcomes
- ⇒ **Innovation** – willingness to take risks, looking to the future while respecting the past, progressing forward
- ⇒ **Stewardship** – respecting the human, financial and natural resources of the community
- ⇒ **Trust** – establishing respectful relationships, being a caring community
- ⇒ **Excellence** – striving for a common standard in everything we do

**The Mayor and City Council and department head team identified internal and external forces that positively or negatively impact our planning efforts in 2020 and beyond.**

**STRENGTHS**

*An internal look at what we do well*

- Professionalism
- Partnerships with other organizations
- Fiscal soundness
- Planning
- Forward thinking staff
- Quality services provided by quality employees
- Updated technology (website/phones)
- Trusted and supported by the community
- Volunteerism and leadership of elected officials and staff
- Physical assets- new Police and Fire Station
- Collaborative internal culture
- Strong staff work ethic
- Optimism/Perseverance/Pride
- Influencing legislation

**WEAKNESSES**

*An internal look at areas we can improve upon*

- Communication in other languages
- Communication of issues/ info
- Resistance to change – “Good Enough” attitude
- Negativity
- General Fund stability and overall declining revenues to support services
- Lack of applicants for jobs
- Lack of representative boards & commissions
- Employee exhaustion
- Perceived lack of code enforcement, not enough staff to meet public demands
- Lack of organizational diversity
- Limited crosstraining
- Limited succession planning
- Lack of staff capacity & timeliness

**OPPORTUNITIES**

*Positive external forces helping the City achieve our goals*

- Community- supported infrastructure
  - Police & Fire building
  - Airport Expansion
  - Trail Expansion
  - Library Expansion
  - Coliseum Rebuild
- Accessibility through side-walks, ADA Transition Plan
- Tornado rebuilding and recovery
- Downtown Master Plan
- Change image of community
- Highway 14 Corridor Study/
- DOT resurfacing project
- Diverse community
- New partnerships for shared programming
- Housing- need w/ areas to develop available
- Committed corporate community
- Proximity to larger communities
- UPH Downtown Campus
- New medical facilities
- Education- MCSD and MCC
- Volunteers

**THREATS**

*External obstacles facing the City*

- Backfill
- Declining valuations
- Commuting
- City image and reputation, both inside/outside
- Qualified labor
- Loss/lack of medical and mental health services
- Loss of retail, box store and small business
- Lack of housing
- Nat'l economy slowdown
- Listening to 1% negative
- Population loss/Census
- count and accuracy
- Poverty/lack of living wage
- Remaining static/no growth
- Federal grant cuts
- Tariffs
- Proximity to larger communities
- Open enrollment
- Tornado recovery
- Legislative actions impacting local control
- Attitudes towards diversity
- UPH Downtown Campus

## GOAL 1: EXPAND AND IMPROVE DEVELOPMENT IN THE COMMUNITY

**Objective 1:** Support the Marshalltown Central Business District and development in Downtown

- *Develop & implement design standards for the Historic District & Central Business District*
- *Work to address shared wall and other blight-related issues*
- *Identify & promote public funding options for development*
- *Implement the Downtown Master Plan high priority recommendations*

**Objective 2:** Support and promote commercial and industrial development

- *Work with the Chamber to proactively pursue prospects*
- *Complete the rezoning of the north Highway 14 Corridor*
- *Plan for development of the Marshalltown Industrial Park*
- *Enhance relationships with existing industries*
- *Implement the Highway 14 Corridor Study*

**Objective 3:** Look at innovative ways to further enhance housing quality and quantity

- *Identify and plan for the redevelopment of vacant lots through the D&D program*
- *Review zoning ordinance requirement for minimum standards for dwelling sizes in residential areas*
- *Investigate the creation of a Land Bank*
- *Partner with the Chamber on housing initiatives*
- *Review incentives for infill development*
- *Plat Southridge Estates and sell platted property*

**Objective 4:** Ensure appropriate infrastructure exists for all types of development

- *Partner with housing developers to install infrastructure which enhances new development*
- *Complete transportation projects which provide development opportunities*

We will know our actions were effective through development occurring and through the creation of areas which are ready for development.

Key indicators for measurement of this goal are the following:

⇒ **Building Permits Issued**

- By property type (residential, commercial/industrial)
  - New construction, alteration, demolition
- Downtown, Highway 14 Corridor, Urban Renewal Areas
- \$ value of improvements by property type and area

⇒ **Residential Unit Demand**

- Track new residential unit development with the baseline on the 2018 Housing Study update

⇒ **Property Revitalization**

- % of D&D or FEMA demolition properties redeveloped or reused
- Assessed valuations before demolition and after redevelopment/reuse

⇒ **Grade of developable property**

- Infrastructure costs
- Residential unit demand
- Access to amenities

## GOAL 2: ENHANCE MARSHALLTOWN'S PUBLIC IMAGE

### Objective 1: Eliminate blight throughout the community

- Continue the Dangerous and Dilapidated Building Program and obtaining title to properties
- Implement the Lead Program
- Engage and train the community in nuisance identification and reporting

### Objective 2: Design and construct capital projects which enhance quality of life and aesthetics

- Complete the Coliseum Renovation
- Complete the Airport Hangar/Terminal project
- Develop a plan for enhancing infrastructure in the MCBP and implementing recommendations of the Master Plan
- Implement the Wayfinding Master Plan
- Complete the railroad crossing safety improvements proposed for the Union Pacific crossings
- Implement the Parks and Recreation Master Plan
- Complete the FEMA Street Improvement Project

### Objective 3: Improve communication of programs & initiatives

- Enhance the City's social media presence
- Conduct a Citizen Survey
- Continue to hold the Police and Fire Citizens Academies and find a permanent funding source
- Develop a public campaign for stormwater management
- Develop communications around understanding of the City's finances

### Objective 4: Support the marketing of Marshalltown

- Support Vision Marshalltown's communications plan, as well as other community wide marketing programs
- Create and promote positive City stories

We will know our actions were effective through the reduction of blighted properties, City projects which enhance the aesthetics and appearance of the community and enhanced community pride.

Key indicators for measurement of this goal are the following:

#### ⇒ **Blight Reduction**

- Demolition permits issued by property type/class
- # of properties removed through D&D and/or FEMA demolition programs
- % of D&D or FEMA demolition properties redeveloped or reused
- Assessed valuations before demolition and after redevelopment/reuse

#### ⇒ **Quality of Life Projects**

- \$ invested in improvements/projects
- Ratio of City funds to other funds

#### ⇒ **Enhanced Community Pride**

- % of people proud to call Marshalltown home
- Satisfaction rating for City services



### GOAL 3: CONTINUALLY IMPROVE & SUSTAIN THE CITY'S ORGANIZATION AND SERVICES

Objective 1: Review policies, procedures, and ordinances for updates

- Review and update personnel policies
- Rewrite the City's zoning ordinance
- Update the Emergency Operations Plan
- Review the role of the Human Rights Commission
- Recognize volunteer board & commission members
- Set forth procedures for execution of policy
- Review mandatory/discretionary functions of the City
- Review noise and odor ordinances
- Review storm and sanitary sewer rates

Objective 2: Develop comprehensive plans for City infrastructure and improvements

- Continue to implement the Street Improvement Plan
- Continue eliminating gaps in existing sidewalks
- Incorporate the ADA Transition Plan recommendations into capital projects
- Construct an addition to the Marshalltown Public Library
- Complete the City Hall/Carnegie building updates

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

- Review the non-bargaining wage scale for external comparability
- Continue to provide employee training opportunities, including cross-training of positions
- Conduct an employee survey
- Continue to focus on safety in the workplace

Objective 4: Review existing City functions and finances for efficiencies

- Review General Fund revenues and expenditures
- Implement a LEAN process improvement program
- Work with others to evaluate recreation programming
- Complete FEMA reimbursement request process

We will know our actions were effective by not having to amend to allow for the Council to take action on an item, modern infrastructure, a successful workforce, and fiscal stability.

Key indicators for measurement of this goal are the following:

⇒ **Proactive Policies and Procedures**

- # of Council actions to amend an ordinance, policy or procedure
- # of cases before Zoning Board of Adjustment
  - Satisfaction rating of City services

⇒ **Modern Infrastructure**

- Biennial pavement condition index rating
  - Facility condition rating
- # of miles of new streets and sidewalks
  - # of miles of resurfaced streets
- Utility rate comparison with other cities

⇒ **Successful Workforce**

- Employee satisfaction rating
- Employer Modification Factor for Workers' Comp

⇒ **Fiscal Stability**

- Bond Rating
- % fund balance in major funds
  - % of LOST used in GF
- \$ saved and time saved in LEAN process improvements

**GOAL 4: PARTNER WITH CITIZENS, FOR-PROFIT, NON-PROFIT AND OTHER GROUPS TO IMPROVE QUALITY OF LIFE**

**Objective 1:** Partner with the Arts & Culture Alliance/MPAC to promote public art in the community.

- *Develop a plan for public art to be part of City buildings and future improvements*
- *Continue to identify ways to incorporate art into parks and recreational spaces*
- *Continue an art focus in future plans*

**Objective 2:** Partner with Trails Inc. on trail-related initiatives

- *Work with Trails Inc. on the implementation of the Placemaking Plan*
- *Identify outside funding for trail-related projects and promote the fundraising of Trails Inc.*
- *Strengthen communication & connection with the Hardin County Trails Commission*

**Objective 3:** Work with other entities on partnerships which benefit the community

- *Continue to identify public nuisance properties which are tax certificates held by the County*
- *Support the Sister Cities Program*
- *Support Vision Marshalltown initiatives*
- *Support public safety related groups (Crimestoppers, Red Cross smoke detector installation, neighborhood watch)*
- *Partner with NGOs assisting in tornado rebuilding*
- *Work with others to create a community coalition to address mental health/substance abuse needs*
- *Support the Welcoming America initiative*
- *Partner with MCSD on the tennis court project*

**Objective 4:** Use legislative resources to affect positive change for the City

- *Work with the Iowa League of Cities to continue to promote funding of Backfill and local control*
- *Communicate regularly with local legislators regarding issues that are important to the City*

We will know our actions were effective by promoting arts and cultural activities, providing trails, and supporting quality of life initiatives within the community.

Key indicators for measurement of this goal are the following:

⇒ **Arts and Culture**

- \$ spent on public art in City buildings or parks
  - # of programs held at the Library

⇒ **Trails**

- Pavement rating of existing trails
- \$ investment in new and existing trails

⇒ **Quality of Life Initiatives**

- # of initiatives formally supported by Council
- \$ contributed to quality of life initiatives

| <b>GOAL 1: Expand and improve development in the community</b>                                            | <b>Projected Completion</b> | <b>Assigned Resources</b> |
|-----------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------|
| <b><i>Objective 1: Support the Marshalltown Central Business District and development in Downtown</i></b> |                             |                           |
| Initiate Downtown design standards                                                                        | 6/30/2020                   | H&CD                      |
| Administer Catalyst Building grant program                                                                | 4/11/2021                   | Admin                     |
| Design and administer a program for the repair of shared walls                                            | 12/31/2021                  | Admin, H&CD               |
| Initiate municipal infractions for M CBD properties with minimal to no repairs since the tornado          | Ongoing                     | Admin, H&CD               |
| <b><i>Objective 2: Support and promote commercial and industrial development</i></b>                      |                             |                           |
| Continue development meetings and other meetings w/ project partners                                      | Ongoing                     | H&CD, Admin, PW/Engr      |
| Partner with the Chamber Synchronist visits to meet with local business and industry                      | Ongoing                     | Admin                     |
| Complete the rezoning of the Highway 14 Corridor                                                          | 4/30/2020                   | H&CD                      |
| Apply for a BUILD grant for the Highway 14 Corridor Improvments                                           | 7/1/2020                    | PW/Engr, Admin            |
| <b><i>Objective 3: Look at innovative ways to further enhance housing quality and quantity</i></b>        |                             |                           |
| Review ordinance changes needed to allow for minimum dwelling size in residential zones                   | 12/31/2020                  | H&CD                      |
| Partner with Habitat for Humanity on the Blitz Build and rebuilding of homes                              | Ongoing                     | Admin, H&CD               |
| Partner with the Chamber of Commerce on the Marshalltown Housing Initiative                               | Ongoing                     | Admin, H&CD               |
| Identify vacant lots for housing redevelopment through D&D or tax certificates                            | Ongoing                     | Admin, H&CD               |
| Work with partners on the formation of a Community Development Corporation (CDC)/support L                | Ongoing                     | Admin, H&CD               |
| Complete the Southridge Estates final plat                                                                | 9/30/2020                   | H&CD                      |
| Sell the available land in the Southridge Estates subdivision                                             | 12/31/2020                  | Admin, H&CD               |
| Review and enhance incentives for in-fill development                                                     | 12/31/2020                  | Admin, H&CD               |
| <b><i>Objective 4: Ensure appropriate infrastructure exists for all types of development</i></b>          |                             |                           |
| Construct Phase 1 of East Merle Hibbs extension, including South 5th Avenue connectino                    | 12/31/2020                  | PW/Engr                   |
| Construct South 7th Avenue (Cross Country Estates subdivision)                                            | 8/31/2020                   | PW/Engr, Admin            |
| Construct the extension of Edgewood Street (Highway 14 Corridor recommendation)                           | 12/31/2021                  | PW/Engr, Admin            |
| Consider other infrastructure projects for development projects                                           | Ongoing                     | PW/Engr, Admin, H&CD      |

| GOAL 2: Enhance Marshalltown's public image                                                                                                               | Projected Completion | Assigned Resources   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| <b>Objective 1: Eliminate blight throughout the community</b>                                                                                             |                      |                      |
| Demolish 10 structures under the D&D program                                                                                                              | 12/31/2020           | H&CD, Admin          |
| Complete 51 projects under the HUD Lead Abatement grant program                                                                                           | 12/31/2020           | H&CD                 |
| Initiate cases for commercial property demolitions                                                                                                        | Ongoing              | H&CD                 |
| Create and hold a training with interested citizens on nuisance abatement                                                                                 | 5/31/2020            | H&CD                 |
| <b>Objective 2: Design and construct capital projects which enhance the aesthetics of the community</b>                                                   |                      |                      |
| Complete the renovation of the Veterans Memorial Coliseum                                                                                                 | 10/31/2020           | Admin, P&R, PW/Engr  |
| Complete the design of the Airport Terminal/Hangar project                                                                                                | 9/30/2020            | PW/Engr              |
| Initiate construction of the Airport Terminal/Hangar                                                                                                      | 12/31/2020           | PW/Engr              |
| Complete the installation of one monument entry sign as part of the Wayfinding Plan                                                                       | 12/31/2020           | Admin, PW/Engr       |
| Implement other signage recommendations from the Wayfinding Master Plan                                                                                   | Ongoing              | Multiple             |
| Complete the railroad crossing safety improvements                                                                                                        | 12/31/2020           | Admin, PW/Engr       |
| Engage a consultant to provide design and construction recommendations for projects in the MCBF which address recommendations in the Downtown Master Plan | 7/30/2020            | Admin, PW/Engr       |
| Design and install new banners for the viaducts                                                                                                           | 12/31/2020           | Admin                |
| Complete a pocket park in the area between City Hall and the Coliseum                                                                                     | 12/31/2020           | Parks & Rec          |
| Complete Phase 1 of the West End Park renovation                                                                                                          | 12/31/2020           | Parks & Rec          |
| Complete the FEMA project for street repairs/sidewalks in the tornado-damaged area                                                                        | 12/31/2020           | PW/Engr              |
| Work with Alliant Energy to replace damaged street lights and underground lines                                                                           | 12/31/2020           | PW/Engr              |
| Complete the Anson Park Shelter renovation project                                                                                                        | 6/30/2021            | Parks & Rec          |
| Replace the bridge at Timber Creek Park                                                                                                                   | 6/30/2021            | Parks & Rec, PW/Engr |
| Replace the parking lots at the MSA complex                                                                                                               | 6/30/2022            | Parks & Rec, PW/Engr |
| Renovate the parking lot at 1st and Church Street                                                                                                         | 12/31/2020           | PW/Engr              |
| <b>Objective 3: Improve communication of City programs and initiatives</b>                                                                                |                      |                      |
| Provide the Citizens Police Academy                                                                                                                       | 5/30/2020            | Police               |
| Provide the Citizens Fire Academy                                                                                                                         | 9/30/2020            | Fire                 |
| Update and hold Budgeting 101 info meetings                                                                                                               | 11/30/2020           | Finance              |
| Implement a communications plan for City positive stories                                                                                                 | Ongoing              | All Departments      |
| Develop and implement a public campaign for stormwater education                                                                                          | 12/31/2020           | PW/Engr              |
| Bring forth a proposal for a community-wide Citizen Survey                                                                                                | 6/30/2020            | Admin                |
| <b>Objective 4: Support public relations and marketing of Marshalltown</b>                                                                                |                      |                      |
| Support Vision Marshalltown's community pride campaign                                                                                                    | Ongoing              | Admin                |
| Support the marketing of the community through the Chamber of Commerce                                                                                    | Ongoing              | Admin                |
| Utilize community tagline and "bug" in City communications/promotions                                                                                     | Ongoing              | Admin                |

**GOAL 3: Continually improve the City's organization & services****Projected  
Completion****Assigned Resources*****Objective 1: Review policies, procedures, and ordinances for updates***

|                                                                                  |            |                  |
|----------------------------------------------------------------------------------|------------|------------------|
| Adopt updates to City personnel policies                                         | 7/30/2020  | HR               |
| Issue an RFP for the rewriting of the City's zoning ordinance                    | 6/30/2020  | H&CD             |
| Rewrite the Emergency Operations Plan                                            | 3/31/2020  | All Departments  |
| Review current odor standards in the nuisance code for enforcement               | 5/31/2020  | H&CD             |
| Develop and implement a process for execution of the strategic plan              | 3/31/2020  | Admin            |
| Review the role of and need for a Human Rights Commission                        | 12/31/2020 | Admin            |
| Compile and review mandatory and discretionary functions of the City             | 12/31/2020 | All Departments  |
| Conduct stormwater and sanitary sewer rate studies                               | 9/30/2020  | PW/Engr, Finance |
| Recognize volunteer board and commission members for years of service milestones | 2/29/2020  | Admin            |

***Objective 2: Develop comprehensive plans for City infrastructure and improvements***

|                                                                                    |            |                  |
|------------------------------------------------------------------------------------|------------|------------------|
| Continue an annual Street Improvement Plan                                         | Ongoing    | PW/Engr          |
| Discuss the desire to complete the 12th Avenue sidewalk gap project                | 6/30/2020  | PW/Engr          |
| Close out all property insurance claims on tornado-damaged buildings               | 6/30/2020  | Admin, PW/Engr   |
| Complete the sidewalk gap projects near Fisher and Anson Elementary Schools        | 12/31/2020 | PW/Engr          |
| Fund and construct an addition to the Marshalltown Public Library                  | 12/31/2021 | Library, PW/Engr |
| Replace sections of trail with the highest condition issue rating per the ADA plan | 12/31/2020 | Parks and Rec    |
| Track the compliance with the ADA Transition Plan                                  | Ongoing    | PW/Engr          |
| Complete security and building updates at City Hall/Carnegie Buildings             | 12/31/2020 | PW/Engr, Admin   |
| Assess the Public Works Facility for safety and security enhancements              | 6/30/2020  | PW/Engr          |

***Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce***

|                                                                   |            |          |
|-------------------------------------------------------------------|------------|----------|
| Continue annual training days on Veteran's Day and Presidents Day | Ongoing    | HR       |
| Consider an RFP for an Employee Survey                            | 8/31/2020  | HR       |
| Continue monthly Safety Committee meetings                        | Ongoing    | HR       |
| Re-initiate the 30 minute mini-trainings for staff                | Ongoing    | HR       |
| Review the non-bargaining wage scale and comparable city data     | 12/31/2020 | HR       |
| Review elected official wages with comparable city data           | 3/31/2020  | Admin/HR |

***Objective 4: Review existing functions and finances for efficiencies***

|                                                                                         |            |                         |
|-----------------------------------------------------------------------------------------|------------|-------------------------|
| Complete long term financial projections for the General Fund revenues and expenditures | 11/30/2020 | Finance                 |
| Convene a discussion on recreation programming in Marshalltown                          | 6/30/2020  | P&R                     |
| Submit all necessary documents for the FEMA reimbursement process                       | Ongoing    | Admin, Finance          |
| Review City fees and charges                                                            | 12/31/2020 | All Departments         |
| Complete a LEAN process improvement review of the building permit process               |            | HR, H&CD, PW/Engr, Fire |
| Identify at least 2 departmental processes to review for process improvement            |            | All Departments         |

## GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

Projected  
Completion  
Assigned Resources

### ***Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community***

|                                                                          |            |                |
|--------------------------------------------------------------------------|------------|----------------|
| Install sculpture at the Police and Fire Building                        | 6/30/2020  | Admin          |
| Discuss public art as part of the Airport Terminal project               | 9/30/2020  | Admin, PW/Engr |
| Discuss public art as part of the Veterans Memorial Coliseum Renovation  | 6/30/2020  | Admin, P&R     |
| Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project | 6/30/2021  | Admin, PW/Engr |
| Discuss a process for a public art project in the City Council Chambers  | 12/31/2020 | Admin          |
| Discuss public art as part of the Library addition                       | 3/31/2021  | Library, Admin |
| Support the creation of a mural program                                  | Ongoing    | Admin, H&CD    |
| Consider the creation of a City Public Art Strategy                      | 9/30/2020  | Admin          |
| Consider a policy with a set-aside for public art in City projects       | 12/31/2020 | Admin          |

### ***Objective 2: Partner with Trails Inc. on trail-related initiatives***

|                                                                                      |           |                           |
|--------------------------------------------------------------------------------------|-----------|---------------------------|
| Paint sharrows and bike symbols on designated routes                                 | 8/31/2020 | PW/Engr                   |
| Assist Trails Inc. with plan development                                             | Ongoing   | Parks/Rec, PW/Engr, Admin |
| Promote the fundraising efforts of Trails Inc.                                       | Ongoing   | All Departments           |
| Support the implementation of the Placemaking Master Plan for the River's Edge Trail | Ongoing   | Parks/Rec, PW/Engr, Admin |

### ***Objective 3: Work with other entities on partnerships which benefit the community***

|                                                                                                     |            |                        |
|-----------------------------------------------------------------------------------------------------|------------|------------------------|
| Continue participation on Vision Marshalltown Aesthetics sub-committee                              | Ongoing    | H&CD, Admin            |
| Work with the County Treasurer's office to claim County-held tax certificates                       | Ongoing    | Admin                  |
| Continue to participate and support the Long Term Recovery Committee                                | Ongoing    | Admin, H&CD            |
| Coordinate and work with partners to ensure an accurate 2020 Census                                 | Ongoing    | Clerk                  |
| Create a community event trailer                                                                    | 9/30/2020  | PW/Engr, Parks and Rec |
| Contribute to the rebuilding of the tennis courts at the high school                                | 6/30/2021  | Admin, Parks and Rec   |
| Participate in the Welcoming America initiative through the YMCA                                    | Ongoing    | Admin, H&CD            |
| Coordinate and participate in a community coalition to address mental health substance abuse issues | 11/30/2020 | Police                 |

### ***Objective 4: Use legislative resources to affect positive change for the City***

|                                                                                |         |                 |
|--------------------------------------------------------------------------------|---------|-----------------|
| Attend League of Cities or other state or local association legislative events | Ongoing | All Departments |
| Regularly contact state and federal legislators with updates                   | Ongoing | All Departments |





MARSHALLTOWN



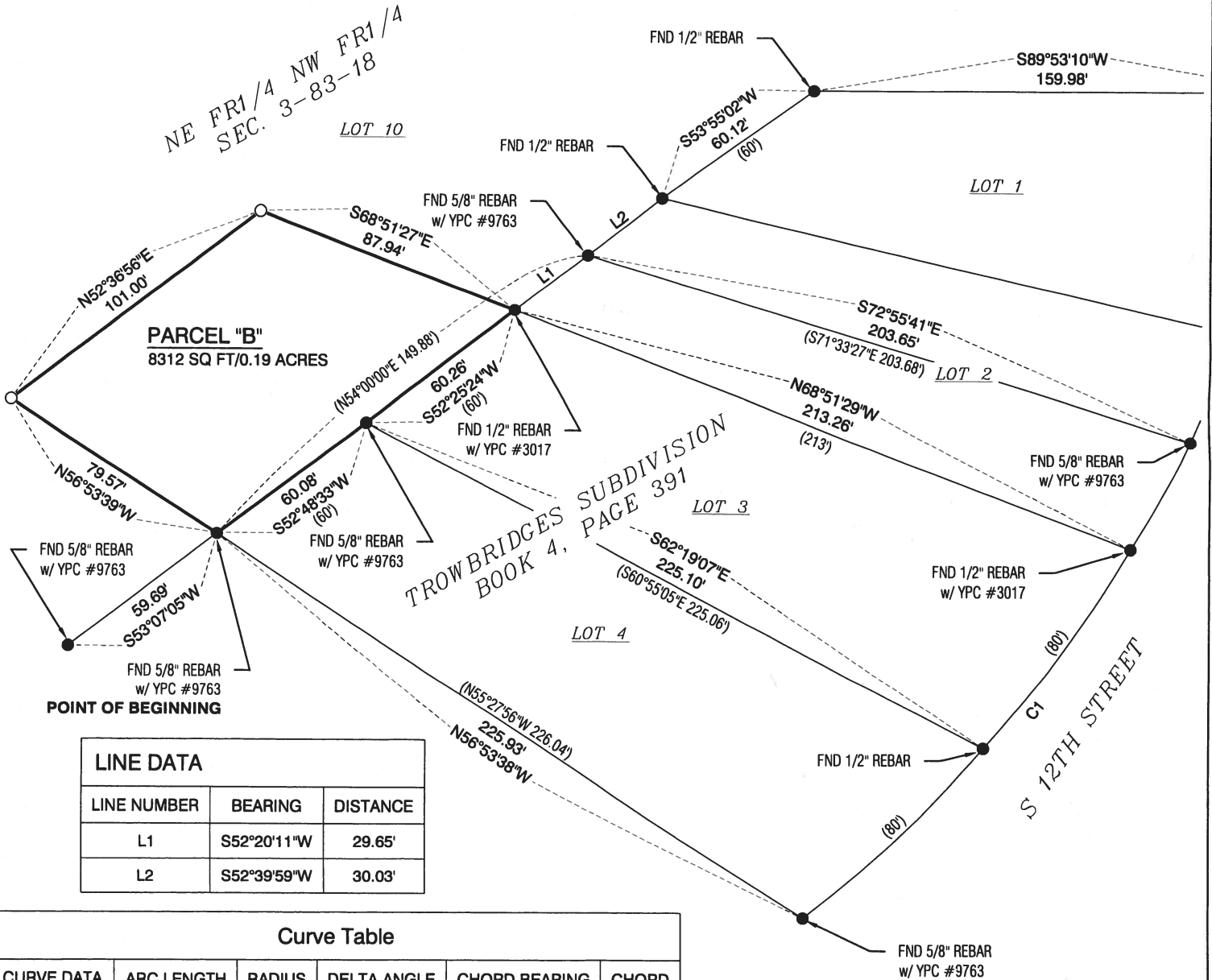
\$7  
Chg

# PLAT OF SURVEY



Recorded: 12/20/2019 at 03:33:43 PM  
Amt: \$7.00 Charge Page 1 of 1  
Revenue Tax  
Marshall County Iowa  
Nan Benson County Recorder  
File **2019-00006722**

| INDEX LEGEND          |                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| LOCATION:             | PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE FR1/4 OF THE NW FR1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA |
| PROPRIETOR:           | CITY OF MARSHALLTOWN                                                                                                              |
| SURVEY REQUESTED BY:  | LARRY LAVERTY                                                                                                                     |
| FIELD WORK COMPLETED: | 11/19/2019                                                                                                                        |
| SURVEY PREPARED BY:   | CLAPSADDLE-GARBER ASSOCIATES, INC,                                                                                                |
| RESPOND TO:           | 16 EAST MAIN STREET, P.O. BOX 754,                                                                                                |
| JEREMY HARRIS         | MARSHALLTOWN, IOWA 50158                                                                                                          |
|                       | PHONE 641-752-6701                                                                                                                |
|                       | JHARRIS@CGACONSULTANTS.COM                                                                                                        |



**DESCRIPTION**  
PARCEL "B" LOCATED IN LOT 10 OF THE TROWBRIDGES SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN TROWBRIDGES SUBDIVISION AND RECORDED IN BOOK 4, PAGE 391 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N56°53'39"W 79.57'; THENCE, N52°36'56"E 101.00'; THENCE, S68°51'27"E 87.94' TO THE NORTHEAST CORNER OF LOT 3 OF SAID TROWBRIDGES SUBDIVISION; THENCE, S52°25'24"W 60.26' ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE, S52°48'33"W 60.08' ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, CONTAINING 8312 SQ FT/ 0.19 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

**NOTE:**  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.



SCALE 1"=50'

0 50'



LAVERTY SURVEY  
MARSHALL COUNTY

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

*Jeremy A. Harris* 12-16-19  
JEREMY A. HARRIS, PLS date  
Iowa License Number 22259  
My License Renewal Date is December 31, 2019  
Pages or sheets covered by this seal: THIS SHEET

**CGA**

Clapsaddle-Garber Associates, Inc  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

|                    |                         |
|--------------------|-------------------------|
| DRAWN<br>CAQ       | SHEET NO.<br>1          |
| DATE<br>11-21-2019 | PROJECT NO.<br>78642.05 |

RESOLUTION ADOPTING TENTATIVE RESOLUTION  
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE  
TO LARRY T LAVERTY AND KIMBERLY K LAVERTY  
TO THE PROPERTY DESCRIBED HEREIN AND  
AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 13th day of January, 2020, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to LARRY T LAVERTY AND KIMBERLY K LAVERTY, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to LARRY T LAVERTY AND KIMBERLY K LAVERTY, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 13th day of January, 2020, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE FR1/4 OF THE NW FR1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA, AS RECORDED IN THE OFFICE OF THE MARSHALL COUNTY AUDITOR/RECORDER ON 12/20/2019, #2019-00006722, BEING 8312 SQ FT, 0.19 ACRES,  
to Larry T Laverty and Kimberly K Laverty, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Warranty Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Warranty Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 10th day of February, 2020, and signed this \_\_\_\_ day of February, 2020.

CITY OF MARSHALLTOWN, IOWA

---

Joel Greer, Mayor  
ATTEST:

---

Shari L. Coughenour, CMC, City Clerk

## Affidavit of Publication

STATE OF IOWA,  
Marshall County, ss.

City of Marshalltown  
Notice of Public Hearing Convey and transfer by Warranty  
Deed Parcel B

I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" for:

One

consecutive weeks on the days and dates as follows, to-wit  
January 30, 2020

Statutory fees for publishing said notice are:  
24.92

*Colleen Ward*

Sworn to before me and subscribed in my  
presence by the said Colleen Ward, this  
Thirtieth Day of January, 2020

*Sandra Plummer*

Sandra Plummer, Notary Public  
Marshall County, Iowa  
Commission No. 766297

Commission Expires January 14, 2020

Account No. and Account Name

D02000

City of Marshalltown



## Legals NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Warranty Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as: PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA, AS RECORDED IN THE OFFICE OF THE MARSHALL COUNTY AUDITOR/RECORDER ON 12/20/2019, #2019-00006722, BEING 8312 SQ FT, 0.19 ACRES, from the City of Marshalltown to Larry T Lavery and Kimberly K Lavery. The consideration for such conveyance shall be the sum of \$ 6,000.00 (six thousand and 00/100) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on February 10, 2020, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file. This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour,  
City Clerk of Marshalltown Iowa.  
--- 28454

TENTATIVE RESOLUTION PROVIDING FOR THE  
CONVEYANCE AND TRANSFER OF TITLE  
TO THE PROPERTY HEREIN DESCRIBED  
TO LARRY T LAVERTY AND KIMBERLY K LAVERTY

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, Larry T Laverty and Kimberly K Laverty; and

WHEREAS the consideration for the transfer of the real estate to Larry T Laverty and Kimberly K Laverty, as set forth in Section 1, is the full sum of \$ 6,000.00 (six thousand and 00/100) Dollars including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to Larry T Laverty and Kimberly K Laverty is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Warranty Deed to the following described property Larry T Laverty and Kimberly K Laverty and said property is described as follows, to-wit:

PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE FR1/4 OF THE NW FR1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA, AS RECORDED IN THE OFFICE OF THE MARSHALL COUNTY AUDITOR/RECORDER ON 12/20/2019, #2019-00006722, BEING 8312 SQ FT, 0.19 ACRES,

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to Larry T Laverty and Kimberly K Laverty, shall be the sum of \$ 6,000.00 (six thousand and 00/100) Dollars, including costs of transfer and publication, payable to the City of Marshalltown, Iowa.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on February 10, 2020, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 13th day of January, 2020, and signed this 14<sup>th</sup> day of January, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer

ATTEST:

Shari L. Coughenour, CMC, City Clerk

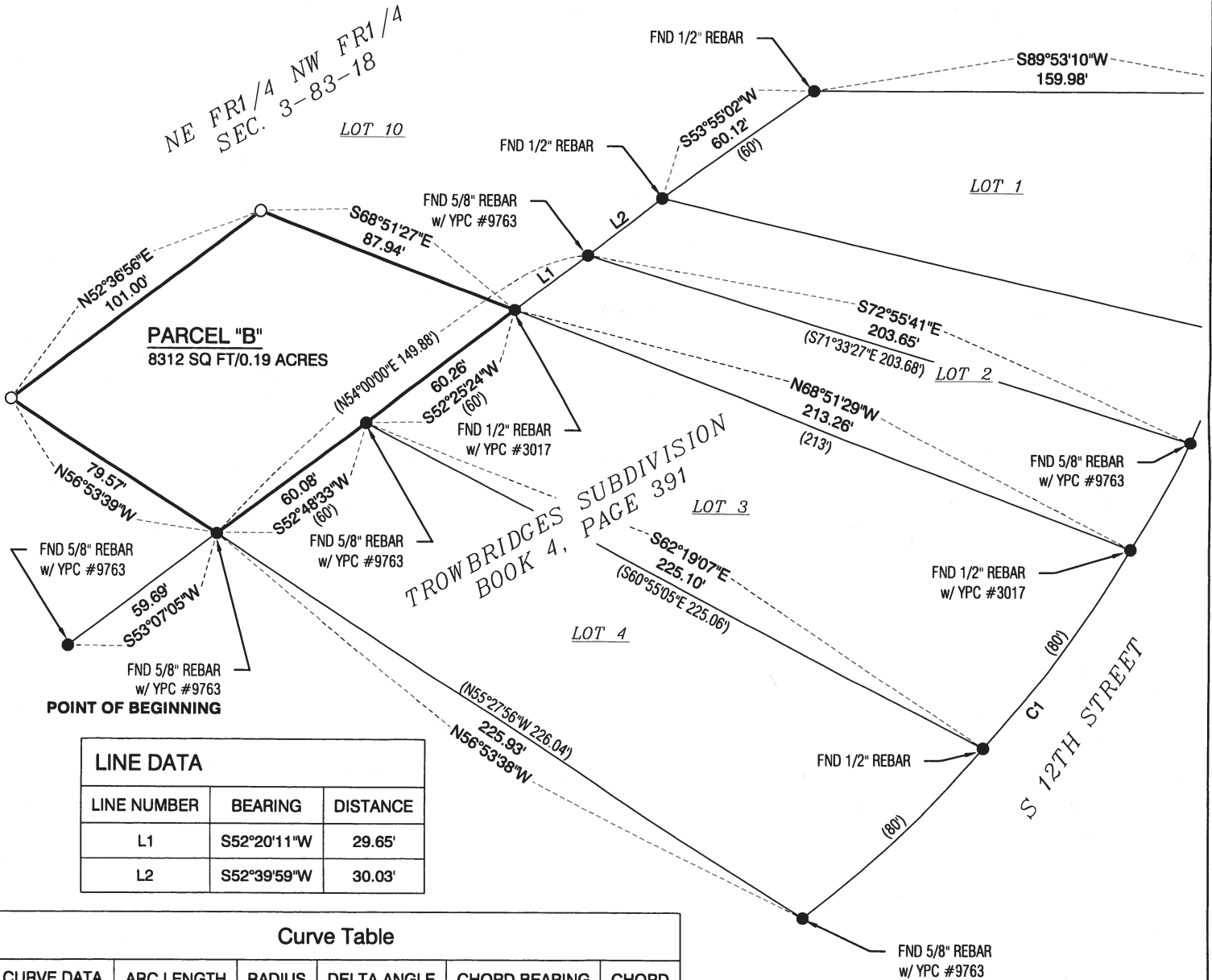
\$7  
Chg

# PLAT OF SURVEY



Recorded: 12/20/2019 at 03:33:43 PM  
Amt: \$7.00 Charge Page 1 of 1  
Revenue Tax  
Marshall County Iowa  
Nan Benson County Recorder  
File **2019-00006722**

| INDEX LEGEND          |                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| LOCATION:             | PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE FR1/4 OF THE NW FR1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA |
| PROPRIETOR:           | CITY OF MARSHALLTOWN                                                                                                              |
| SURVEY REQUESTED BY:  | LARRY LAVERTY                                                                                                                     |
| FIELD WORK COMPLETED: | 11/19/2019                                                                                                                        |
| SURVEY PREPARED BY:   | CLAPSADDLE-GARBER ASSOCIATES, INC,                                                                                                |
| RESPOND TO:           | 16 EAST MAIN STREET, P.O. BOX 754,                                                                                                |
| JEREMY HARRIS         | MARSHALLTOWN, IOWA 50158                                                                                                          |
|                       | PHONE 641-752-6701                                                                                                                |
|                       | JHARRIS@CGACONSULTANTS.COM                                                                                                        |

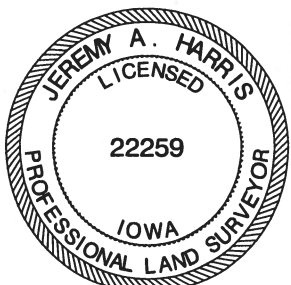


**DESCRIPTION**  
PARCEL "B" LOCATED IN LOT 10 OF THE TROWBRIDGES SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN TROWBRIDGES SUBDIVISION AND RECORDED IN BOOK 4, PAGE 391 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N56°53'39"W 79.57'; THENCE, N52°36'56"E 101.00'; THENCE, S68°51'27"E 87.94' TO THE NORTHEAST CORNER OF LOT 3 OF SAID TROWBRIDGES SUBDIVISION; THENCE, S52°25'24"W 60.26' ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE, S52°48'33"W 60.08' ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, CONTAINING 8312 SQ FT/ 0.19 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**LEGEND:**  
▲ GOVERNMENT CORNER MONUMENT FOUND  
△ GOVERNMENT CORNER MONUMENT SET  
1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259  
● PARCEL OR LOT CORNER MONUMENT FOUND  
○ SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259  
( ) RECORDED AS  
**NOTE:**  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.



SCALE 1"=50'  
0 50'



LAVERTY SURVEY  
MARSHALL COUNTY

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.  
*Jeremy A. Harris* 12-16-19  
JEREMY A. HARRIS, PLS date  
Iowa License Number 22259  
My License Renewal Date is December 31, 2019  
Pages or sheets covered by this seal: THIS SHEET

**CGA**

Clapsaddle-Garber Associates, Inc  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

|                    |                         |
|--------------------|-------------------------|
| DRAWN<br>CAQ       | SHEET NO.<br>1          |
| DATE<br>11-21-2019 | PROJECT NO.<br>78642.05 |





JUDGE PARK

This is an aerial photograph of a suburban area. A large, irregularly shaped area is outlined with a thick red border. This red-outlined area includes a grassy field, some trees, and a residential street. Within this red-outlined area, there is a smaller, roughly rectangular area outlined in cyan. The cyan-outlined area is mostly grassy with some trees. The text 'JUDGE PARK' is written in yellow capital letters across the upper part of the red-outlined area. The text 'MARSHALLTOWN' is written in purple capital letters across the middle of the cyan-outlined area. A mouse cursor is visible near the top left of the red-outlined area. The surrounding area includes other residential streets, houses, and trees. A road with a stop sign is visible at the bottom right.

MARSHALLTOWN

## **NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Warranty Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

PARCEL "B" LOCATED IN LOT 10 IN TROWBRIDGES SUBDIVISION IN THE NE FR1/4 OF THE NW FR1/4 OF SECTION 3-83-18, MARSHALL COUNTY, IOWA, AS RECORDED IN THE OFFICE OF THE MARSHALL COUNTY AUDITOR/RECORDER ON 12/20/2019, #2019-00006722, BEING 8312 SQ FT, 0.19 ACRES,

from the City of Marshalltown to Larry T Lavery and Kimberly K Lavery. The consideration for such conveyance shall be the sum of \$ 6,000.00 (six thousand and 00/100) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on February 10, 2020, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

# MARSHALLTOWN

## I O W A

TO: Plan Zoning Commission

FROM: Caleb Knutson, City Planner

DATE: January 13, 2020 1<sup>st</sup> Reading – Public Hearing Scheduled for February 10, 2020.

### Rezoning Request

**FROM: Bloomfield Acres LLC**

**SUBJECT: PIN 8418-34-404-005 (no address) – Rezone to R-4, Medium Density Residential**

**Policy Issue:** The zoning ordinances includes both the text and map. Whenever we have a request we have to change the ordinances to the request. A rezoning requires a review by the Plan Zoning Commission, as well as three reading by City Council, and a public hearing.

**Recommendation:** The Plan Zoning Commission reviewed the original request to rezone two parcels and held a public hearing on January 9, 2020. The Commission recommended approval of the rezoning with the amendment that only parcel 8418-34-404-005 be rezoned since the other would not be developed. The sale of the property is contingent upon the rezoning. The Council will have three readings and a public hearing on February 10.

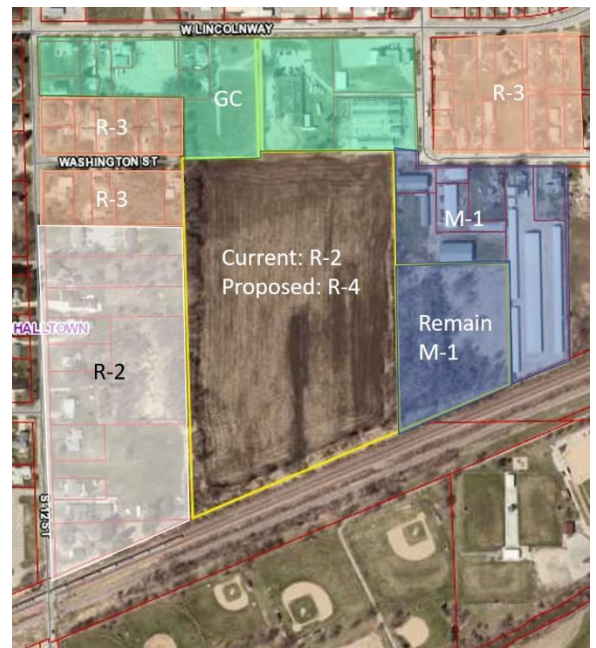
**Background:** Bloomfield Acres LLC is proposing a multifamily housing development on the parcel shown on the map south of Washington Street. The parcel is currently zoned R-2 Low Density Residential. This area is currently identified as Light Industrial in our comprehensive plan.

The developer would like to rezone the property to R-4, Medium Density Residential and utilize the Residential Flexibility Standards guidelines for development. Washington Street would be connected through on the north side of the property.

**Budget Impact:** None

### Attachments:

- Application
- Ordinance



ORDINANCE NO. 14993

AN ORDINANCE APPROVING THE REZONING OF APPROXIMATELY 17.51 ACRES  
INCLUDING PARCEL 8418-34-404-005 TO R-4 MEDIUM DENSITY RESIDENTIAL

WHEREAS the City of Marshalltown received an initial application to rezone parcels 8418-34-404-005 and 8418-34-428-004, currently zoned R-2 Low Density Residential and M-1 Light Industry to be rezoned to R-4 Medium Density; and

WHEREAS the applicant withdrew the request to rezone Parcel 8418-34-428-004 at the Plan Zoning Commission meeting on January 9, 2020; and

WHEREAS the Plan and Zoning Commission reviewed the amended rezoning request and held a public hearing on January 9, 2020 and recommended approval of the rezoning of parcel 8418-34-404-005 south of Washington Street at said meeting; and

WHEREAS, the City Council has fully examined the same and has found the same to be in the best interests of the City of Marshalltown, Iowa and that the same should now be approved and accepted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. Parcel 8418-34-404-005 south of Washington Street, be rezoned to R-4 Medium Density Residential.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 10th day of February 2020 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this \_\_\_\_ day of February 2020, and signed this \_\_\_\_\_ day of February 2020.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

Date Submitted & Fee Paid: 12/16/19

## Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

[www.marshalltown-ia.gov](http://www.marshalltown-ia.gov)

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

✓ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

✓ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

**Please type or print legibly in ink.**

Property Address:

Parcel 8418-34-404-005 (no address) & Parcel 8418-34-428-004 (804 Washington St.)

Owner:

Bloomfield Acres LLC

Mailing Address:

7008 Madison Ave Urbandale IA 50322

Phone:

515-645-6000

E-mail:

karie@kadingproperties.com

Current Zoning Classification:

R-2, Low Density Residential & M-1, Light Industry

Current Use:

Vacant Land

Proposed Zoning Classification:

R-4, Medium Density Residential

Proposed Use:

Multifamily Housing

Please list the uses of surrounding properties:

609 S. 9th St Commercial (Greenhouse)  
1002 W Lincoln Way Commercial  
1006 W Lincoln Way Commercial  
802 Washington Ave Commercial  
812 E Washington St Commercial  
804 Washington St Commercial  
1102 Washington Residential  
710 S. 12th St (DJ Rentals) Residential  
714 E. 12th St Residential

Signature and Date:

Karie Ramsey 12/16/19



## Affidavit of Publication

STATE OF IOWA,  
Marshall County, ss.

City of Marshalltown  
Public Hearing to rezone Washington Street February 10

I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" for:

One

consecutive weeks on the days and dates as follows, to-wit  
January 28, 2020

Statutory fees for publishing said notice are:  
18.69

*Colleen Ward*

Sworn to before me and subscribed in my  
presence by the said Colleen Ward, this  
Thirtieth Day of January, 2020

*Sandra Plummer*

Sandra Plummer, Notary Public

Marshall County, Iowa

Commission No. 766297

Commission Expires January 14, 2020

Account No. and Account Name

D02000

City of Marshalltown



## Legals NOTICE of PUBLIC HEARING

You are hereby notified that the City Council has received a request to rezone Washington Street from R-2 (Low Density Residential) and M-1 (Light Industry) to R-4 (Medium Density Residential). Parcel 8418-34-404-005 (no address).

You are hereby notified that the City Council has fixed February 10, 2020 at 5:30 p.m. in the City Council Chambers, 10 W. State Street, Marshalltown, Iowa, as the time when and the place where said request will be heard by the Commission, a public hearing will be held, and action taken by the City Council. Any and all objections may be made in writing and filed with the City Clerk at 24 N Center St. prior to the time fixed for hearing on said request or may be made orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 10th day of February 2020.

Sheri Coughenour  
City Clerk  
Marshalltown, Iowa 50158

Caleb Knutson  
City Planner  
City of Marshalltown  
--- 28459

# MARSHALLTOWN

— I O W A —

## City Administrator's Office

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Shari L. Coughenour, Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5799  
Fax - (641) 754-5717

To: Mayor Greer and the City Council  
From: Jessica Kinser, City Administrator  
Date: January 31, 2020  
RE: Land Trade with MCSD

On May 14, 2018, the City Council discussed the trading of land at Anson Park (the ballfield up to the parking lot) in exchange for land at Bicentennial Park owned by the School District. Not only did it help each entity plan for future projects, but it also concentrated our maintenance in areas where resources already existed. The memo in the May 14<sup>th</sup> packet is attached. The direction from the Council at that time was to move forward with the preparing for trading properties with MCSD, which involved the City getting a survey completed at Anson Park.

On June 11, 2018, an action to stop the trading of properties was filed by William and Joan George, whose home was adjacent to the Anson Park ball field. Since that time, the property trade has been on hold, pending the result of the litigation. On January 3, 2020, the case was dismissed without prejudice due to a timeline issue in the case. The George's attorney has not been responsive to our attorneys, so the matter is closed at this point. This means that we are in the same state as we were on June 10, 2018, with nothing fully decided.

MCSD is still interested in trading the properties, as is the City of Marshalltown. The School District has said they would maintain the ballfield as a public ballfield for the immediate future, while Parks and Rec would restore the soccer field at Bicentennial to a soccer field and charge to rent the area for tournaments or events.

The survey we had initiated in 2018 is complete, and we can move forward with the transfer of property. If the Council would like to move forward, I would recommend a motion to bring forward the necessary public hearings and actions to convey the property.

City Council  
Susan Cahill, Michael Gowdy, Al Hoop,  
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin







Joel Greer, Mayor  
Jessica Kinser, Administrator  
Shari L. Coughenour, City Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## CITY CLERK'S OFFICE

April 30, 2018

**To: Mayor Joel Greer  
Members of the City Council**

**From: Anne Selness  
Parks and Recreation Director**

**Re: Bicentennial Park and Anson Park Land Exchanges**

### **Policy Issue: For Council discussion**

**Recommendation:** Staff think it is in the best interest of the City to move forward with a land exchange with the Marshalltown Schools. We would be accepting acreage at Bicentennial Park and exchanging acreage at Anson Park. If Council approves this land exchange - the legal description for four new parcels would be available at the May 29<sup>th</sup> meeting to set a public hearing on the disposal of three lots to MCSD and vacating two pieces of right-of-way, with the public hearings, resolutions and ordinances to do so happening on June 11<sup>th</sup>.

### **Background: Anson/Bicentennial Land Exchange**

The soccer fields at Bicentennial Park have been used for years by the adult soccer league. These fields are maintained by the Marshall Community School District, and, they are no longer interested in maintaining this area for public use. The City has discussed with the School District, a land exchange at Anson Park for the soccer fields at Bicentennial Park. The school is already utilizing our parking lot for their busses at Anson and this additional land will give them a more functional and useable space for future school needs.

The Anson area that the school would be receiving from the City, includes some open land and a ball field. The ball field would still be available as a public practice field, so the City is not losing this amenity at this time. The ball field, according to the school district, is currently in poor condition and rarely used. When the School develops a long-term facilities plan in the future a larger community wide conversation will occur about recreational offerings such as tennis courts, ball fields and other likely shared properties available throughout the City.

Adding the soccer field land at Bicentennial Park gives the City an opportunity to expand this park on the west side of the community along with a 3.5 acre land donation. This land gift is very timely as we work to expand recreational opportunities on this side of the City.

**City Council**  
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,  
Leon Lamer, Bill Martin, Bethany Wirin



Our acceptance of the soccer fields at Bicentennial Park is in keeping with our goal of providing recreational opportunities for all ages and abilities in our diverse City. Loss of these fields would displace more than 20 adult teams who have not been able to find an alternative location to play. The 2018-2028 Park and Recreation Master Plan recommends that in the future we establish connections from the Bicentennial soccer fields to the playground equipment and add amenities such as a prairie path, a natural play scape and seating space with views to the soccer fields.

We think it is in the best interest of the City to move forward with this land exchange to consolidate properties and maximize School and City resources.

**Budget Impact:** No

**Attachment:** Yes

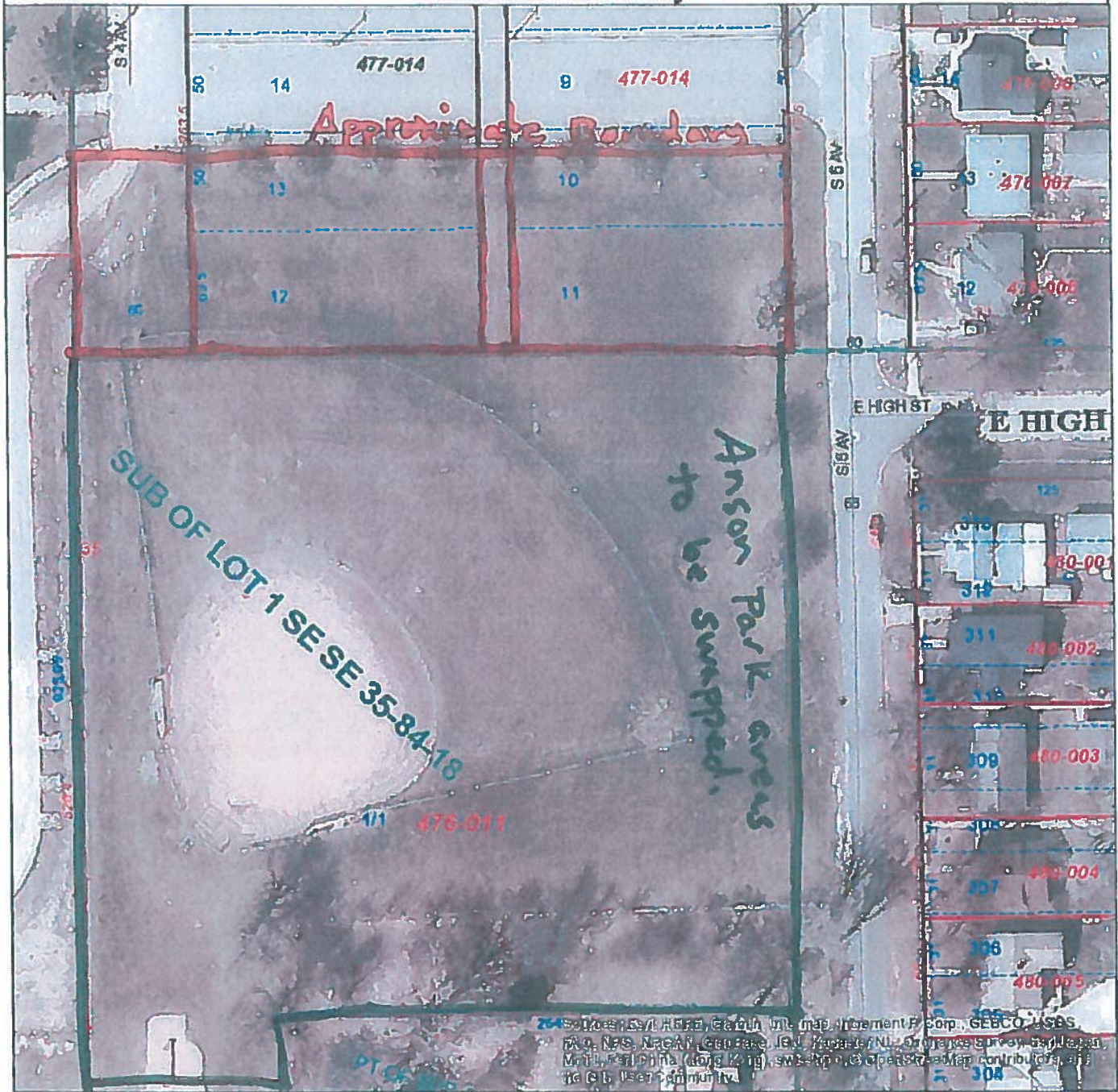
cc: Jessica Kinser, City Administrator

**City Council**  
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,  
Leon Lamer, Bill Martin, Bethany Wirin

Marshalltown



# Marshall County



## Legend

|                    |                     |                      |                    |
|--------------------|---------------------|----------------------|--------------------|
| Parcels            | Mon Linear          | Section Qtr Line     | Primary Paved      |
| cadastral_line     | Parcel Line         | Section Qtr Qtr Line | Primary Paved Ramp |
| <all other values> | Pol Twp Line        | Sub Line 400         | State Paved        |
| Condo Line         | Railroad Centerline | Unknown Linear       |                    |
| Corp Line          | Railroad ROW        | Water Line           |                    |
| County Line        | Road ROW            | ROADS_GEOCODED       |                    |
| Lot Line           | Section Line        | <all other values>   |                    |
| Misc Line          |                     | County Paved         |                    |



00.000009 0.018 0.027 Miles

These tax maps were compiled for assessment and tax information from official county records. All information shown is for the foregoing purpose and does not represent a survey of the land. Mapping by aerial methods.





# MARSHALLTOWN

— I O W A —

## City Administrator's Office

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Shari L. Coughenour, Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5799  
Fax - (641) 754-5717

To: Mayor Greer and the City Council  
From: Jessica Kinser, City Administrator  
Date: January 31, 2020  
RE: Proposed Transfer of TIF Reimbursement

The City received \$140,000 from our insurance to pay for architectural and engineering services related to the Coliseum. Fortunately, the City had already funded these services with tax increment financing from the Downtown urban renewal area. The City also did not see a change in the contracted amount with GTG for preparing the plans and specifications. So we were left with a \$140,000 reimbursement which the Council had previously directed be returned to the TIF Fund (125).

The Council has considered transferring insurance proceeds to meet a funding gap the City had committed to fill, which results in the following amount needing to be designated:

|                          |                  |
|--------------------------|------------------|
| City Sources Needed      | \$555,844        |
| SrCitizens Ins Proceeds  | (428,239)        |
| <b>Remaining Deficit</b> | <b>\$127,605</b> |

I am recommending the Council consider a resolution to transfer the entire \$140,000 reimbursement from the TIF Fund to the Coliseum Renovation Fund. While we have not seen any change orders yet, it is still very early in the construction, and we can anticipate that we are likely to at some point. The entire amount will help provide a cushion for change orders before going to other sources of funds.

**City Council**  
Susan Cahill, Michael Gowdy, Al Hoop,  
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



# MARSHALLTOWN

— I O W A —

## City Administrator's Office

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Shari L. Coughenour, Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5799  
Fax - (641) 754-5717

To: Mayor Greer and the City Council  
From: Jessica Kinser, City Administrator  
Date: February 5, 2020  
RE: Amendments to Chapter 76 of Code

Chapter 76 of the Code of Ordinances includes various Traffic Schedules, which regulate speed limits, signage and other traffic-related items throughout the community. All of Chapter 76 is attached as a pdf document for your information.

At this time, an amendment of Chapter 76 needs to be done to add in the stop signs at 1<sup>st</sup> Avenue and Church Street. However, we would like to recommend the Council look at two options before proceeding with any amendment.

The first option would be to proceed with the necessary amendment to Chapter 76 to add in the stop sign locations. However, prior to that amendment, a recently completed sign inventory would be utilized to verify stop and yield sign locations. Traffic signal locations will also be verified as there were inconsistencies that we have recently discovered. Staff would bring forward an amendment with any additional changes when prepared.

The second option would be to consider the elimination of Schedules IV (stop), V (yield) and VI (traffic signals) and move towards a new process of having all removals and replacements of these items come before the City Council as a resolution. The rationale for this change is to streamline processes whereby a citizen request or recommendation from the Public Works Department can be addressed sooner than if a process for an ordinance amendment needs to take place. The City Council has been willing to waive readings of ordinances, but an ordinance is still required to be published before it is effective. This adds the costs of publication along with the time for something to be published into the process. Staff would bring forward an official policy/procedure for the Council to adopt along with ordinance amendments.

City Council  
Susan Cahill, Michael Gowdy, Al Hoop,  
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin





## CHAPTER 76: TRAFFIC SCHEDULES

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### Schedule

- I. Truck routes; major thoroughfare plan
- II. One-way streets
- III. Recreational bike trails
- IV. Stop intersections
- V. Yield intersections
- VI. Traffic signal locations
- VII. School zones
- VIII. Speed limits

### SCHEDULE I. TRUCK ROUTES; MAJOR THOROUGHFARE PLAN.

(A) *Definitions.* For the purpose of this schedule, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense shall include the future; “shall” is mandatory and not directory.

**BUILDING SETBACK LINE.** A line establishing the minimum distance between a building and its front property line. Ch. 156 of this code of ordinances establishes the minimum distance.

**MAJOR THOROUGHFARE.** A street designated by the City Council as used for through traffic in, by or through the city.

**RESTRICTED OR LIMITED ACCESS STREET.** A street where access is permitted only at specifically designated points.

**RIGHT-OF-WAY.** The area owned by the city or state or dedicated for public use for street purposes lying between the individual property lines.

**ROADWAY.** The portion of the right-of-way developed for the purpose of moving traffic.

**TRAFFIC MOVING LANE.** The portion of the roadway devoted to the movement of a single line of traffic, varying in widths from ten feet to 12 feet in width.

**TRUCK ROUTE.** A street designated by the City Council as used for truck traffic in or through the city.



(2013 Code, § 26-87)

(B) *Major thoroughfares.*

(1) Major thoroughfares shall be as designated as existing and future major and minor arterial streets and collector streets on the major street plan as shown in the city's Comprehensive Plan and the city's Transportation Plan.

(2) The Transportation Plan containing the Major Thoroughfare Map shall be updated from time to time by the City Engineer and approved by the City Council and kept on file in the office of the City Clerk.

(2013 Code, § 26-88)

(C) *General provisions.*

(1) Building setback lines shall be measured from the future right-of-way as established by this schedule. Where setback requirements have been established along primary, state and federal highways by the state's Department of Transportation, the requirements of the state shall apply. The right-of-way widths shall be as required in the Transportation Plan, but in no case shall the right-of-way width be less than 60 feet.

(2) The cost of minimum improvements as provided in the city's subdivision regulations shall be assessed to the benefited property. The cost of added widths and thickness of the roadway in excess of the minimum improvements to meet major street design shall be paid for by the city, except as provided in division (C)(1) above.

(3) When the street is abutted by a Commercial or Industrial District as designated by the district map of the Zoning Ordinance, the established roadway width shall be not less than 37 feet, unless approved by the Council, and all the cost, regardless of width and thickness shall be assessed to the benefitted property.

(2013 Code, § 26-89)

(D) *Extension of major thoroughfares.* The platting or subdivision of an area within or adjacent to the city, which requires approval of the Council as provided by I.C.A. Ch. 354 or § 558.65 and into which or through which a major thoroughfare would be extended upon annexation to said city, shall conform to the provisions of this schedule as a condition or requirement for such Council approval.

(2013 Code, § 26-90)

(E) *Truck routes.* Truck routes are established as follows:

| <b><i>Street</i></b> | <b><i>Location</i></b>                              |
|----------------------|-----------------------------------------------------|
| 18th Avenue          | From Marion Street to Highway 30                    |
| E. Main Street       | From 12th Avenue to east corporate limits           |
| Iowa Avenue          | From west corporate limits to east corporate limits |
| Madison Street       | From S. 9th Street to S. 3rd Avenue                 |
| Marion Street        | From N. 3rd Avenue to N. 18th Avenue                |

|                  |                                              |
|------------------|----------------------------------------------|
| N. 3rd Avenue    | From north corporate limits to Marion Street |
| Nevada Street    | From S. 3rd Avenue to S. 12th Avenue         |
| S. 9th Street    | From W. Lincoln Way to W. Madison Street     |
| S. 12th Avenue   | From E. Nevada Street to E. Main Street      |
| S. Center Street | From south corporate limits to Iowa Avenue   |
| W. Lincoln Way   | From west corporate limits to S. 9th Street  |

(2013 Code, § 26-91)

(F) *Truck route signing.* Directional signing shall be erected at appropriate locations throughout the city to guide through trucks to the designated truck routes and facilitate their use.

(2013 Code, § 26-92)

Penalty, see § 70.999

## **SCHEDULE II. ONE-WAY STREETS.**

(A) *One-way streets designated.* The following streets are hereby established as one-way streets for the movement of vehicular traffic thereon:

| <b><i>Street</i></b> | <b><i>Location</i></b>                                                                                                                                                                                                                     |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Church Street        | Commencing at the west line of S. 7th Avenue and extending west on Church Street to the east line of S. 9th Street, which shall be only in a west direction of movement on said Church Street within the limits herein described           |
| Linn Street          | Commencing at the east line of S. 9th Street and extending east on Linn Street to the west line of S. 8th Avenue, which shall be only in an east direction of movement on said Linn Street within the limits herein described              |
| S. 4th Avenue        | Commencing at the north line of E. Boone Street and extending north on S. 4th Street to the south line of E. Church Street, which shall be only in an north direction of movement on said S. 4th Street within the limits herein described |
| S. 6th Street        | Commencing at Main Street and extending south on S. 6th Street to Madison Street, which shall be only in a south direction                                                                                                                 |
| S. Center Street     | Viaduct frontage roads on the westerly side shall be only in a south direction between Boone and Madison Streets and on the easterly side shall be only in a north direction between Madison Street and Nevada Street                      |

(2013 Code, § 26-93)

(B) *Turning at intersections.* The turning at intersections on any one-way street shall be as follows.

(1) The driver of any vehicle intending to turn right on or off a one-way street shall approach such intended turn in the right-hand lane in the direction of movement and turn right as close as practical to the right-hand curb of the intersecting street or avenue.

(2) The driver of any vehicle intending to enter on any one-way street and turn left in the direction of movement of vehicles thereon shall make such turn left as close as practical into the left lane of traffic on such one-way street.

(3) The driver of any vehicle intending to turn left from a one-way street onto a two-way street shall approach such intersection in the left-hand lane of the one-way street and pass beyond the center line of the intersecting street before making such turn and leaving the intersection.

(4) The driver of any vehicle intending to turn left from a one-way street onto a one-way street shall approach such intended turn in the left-hand lane in the direction of movement and turn left as close as practical to the left-hand curb of the intersecting street or avenue

(2013 Code, § 26-94)

(C) *Traffic control devices.* All moving traffic on or entering onto one-way streets shall observe all traffic control devices installed at all locations thereon.

(2013 Code, § 26-95)

(D) *Changing traffic lanes.* Operators of moving vehicles on one-way streets in changing traffic lanes shall keep a proper look out for all traffic approaching from the rear and make sure that such change in a traffic lane may be made in safety.

(2013 Code, § 26-96)

(E) *Signing.* Signs indicating and controlling one-way streets shall be erected and maintained by the Street Division according to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices*.

(2013 Code, § 26-97)

Penalty, see § 70.999

### **SCHEDULE III. RECREATIONAL BIKE TRAILS.**

(A) *Definitions.* For the purpose of this schedule, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CLASS 1 - SHARED USE PATH.** A recreational bikeway trail physically separated from motorized vehicular traffic by an open space or barrier and either within the roadway right-of-way or within an independent right-of-way. Bicyclists, pedestrians,

skaters, wheelchair users, joggers and other non-motorized users may use **SHARED USE PATHS**.

**CLASS 2 - BICYCLE LANE.** A portion of a roadway, which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists. Other non-motorized users may use bicycle lanes when there is no adjacent sidewalk or path facility.

**CLASS 3 - SIGNED SHARED ROADWAY.** A shared roadway, which has been designated by signing as a preferred route for bicycle use.

**RECREATIONAL BIKEWAY TRAIL.** A generic term for any road, path or travel way, which in some manner is specifically designated for bicycle travel regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes. Recreational Bikeway Trail Standards are more specifically described in the most current version of the *Iowa Statewide Urban Design Standards Manual (SUDAS)* Ch. 8 as published by Iowa State University Center for Transportation Research and Education.

**SHARED ROADWAY.** A roadway, which is open to both bicycle and motor vehicle travel. This may be an existing roadway, street with wide curb lanes, or road with paved shoulders. Standards for Shared Roadways are more specifically described in the most current version of the American Association of State Highway and Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities*.

(2013 Code, § 26-100)

(B) *Bikeways designated.* The following roads, paths or travel ways are hereby officially established as part of the city's Recreational Bikeway Trails Network System:

| <b>Street</b>                                 | <b>Location</b>                                              |
|-----------------------------------------------|--------------------------------------------------------------|
| <b>CLASS 1 - SHARED USE PATHS</b>             |                                                              |
| E. Southridge Detention Pond                  | From Plaza Heights Road to E. Southridge Road                |
| Highway 14/S. Center Street                   | From Marshalltown Community College to Merle Hibbs Boulevard |
| Linn Creek/Iowa River Levee Trail             | From Grimes Farm Trail to Riverview Park                     |
| Merle Hibbs Boulevard                         | From S. 6th Street Detention Pond to Melissa Lane            |
| <b>CLASS 2 - BICYCLE LANES - WITH PARKING</b> |                                                              |
| Main Street                                   | From 13th Street to 5th Avenue                               |
| <b>CLASS 2 - BICYCLE LANES - NO PARKING</b>   |                                                              |
| 233rd Street                                  | From city limits to Campbell Drive                           |
| Campbell Drive                                | From 233rd Street to Westwood Drive                          |
| S. 6th Street                                 | From W. Merle Hibbs Boulevard to S. 3rd Street Viaduct       |

|                                        |                                                    |
|----------------------------------------|----------------------------------------------------|
| W. Main Street                         | From Highland Acres Road to 19th Street            |
| Westwood Drive                         | From Campbell Drive to S. 6th Street               |
| <b>CLASS 3 - SIGNED SHARED ROADWAY</b> |                                                    |
| 7th Avenue                             | From Main Street to Woodbury Street                |
| 13th Street                            | From W. Boone Street to Summit Street              |
| Bromley Street                         | From N. 4th Avenue to N. 7th Avenue                |
| Campbell Drive                         | From Westwood Drive to Grimes Farm Trail Cutoff    |
| E. Olive Street                        | From Edgebrook Drive to 12th Avenue                |
| Edgebrook Drive                        | From E. Southridge Road to E. Olive Street         |
| Glenda Drive                           | From Marshalltown Center Drive to S. 2nd Avenue    |
| Highland Acres Road                    | From Lincoln Way to W. Main Street                 |
| Jerome Street                          | From N. 9th Street to N. 3rd Street                |
| Main Street                            | From 5th Avenue to 7th Avenue                      |
| May Street                             | From S. 7th Avenue to Anson/Linn Creek Levee Trail |
| Meadow Lane                            | From S. 6th Street to S. 2nd Avenue                |
| Melissa Lane/Marshalltown Center Drive | From E. Merle Hibbs to Glenda Drive                |
| Merle Hibbs Boulevard                  | From Center Street to 6th Street                   |
| N. 3rd Street                          | From Main Street to N. Center Street               |
| N. 4th Avenue                          | From Bromley Street to Woodland Street             |
| N. 9th Street                          | From Summit Street to Jerome Street                |
| N. 19th Street                         | From W. Main Street to Summit Street               |
| N. Center Street                       | From N. 3rd Street to Riverside Street             |
| Nevada Street                          | From 2nd Street to 3rd Street                      |
| Plaza Heights Road                     | From S. 2nd Avenue to E. Southridge Detention Pond |
| Riverside Street                       | From N. Center Street to N. 4th Avenue             |
| S. 2nd Avenue                          | From Glenda Drive to Plaza Heights Road            |
| S. 2nd Avenue                          | From Meadow Lane to Thomas Drive                   |
| S. 2nd Street                          | From Main Street to Nevada Street                  |
| S. 7th Avenue                          | From E. Olive Street to May Street                 |
| S. 12th Street                         | From Linn Creek Trail to W. Boone Street           |
| Summit Street                          | From N. 19th Street to N. 9th Street               |
| Thomas Drive                           | From S. 2nd Avenue to Edgebrook Drive              |
| W. Boone Street                        | From S. 13th Street to S. 12th Street              |
| W. Main Street                         | From 19th Street to 13th Street                    |
| Woodbury Street                        | From N. 7th Avenue to Linn Creek Levee Trail       |
| Woodland Street                        | From N. 4th Avenue to Iowa River Levee Trail       |

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(2013 Code, § 26-101)

(C) *Signing and pavement markings.* Signs and pavement markings indicating and controlling bikeways shall be installed, erected and maintained by the Public Works Street Division according to the Federal Highway Administration *Manual of Uniform Traffic Control Devices* (MUTCD).

(2013 Code, § 26-102)

(D) *Traffic control and parking along bikeways.*

(1) All bicyclists, pedestrians, traffic and other users entering or traveling along designated recreational bikeway trails shall observe all traffic control devices installed at all locations thereon.

(2) Unless specifically designated or otherwise approved by the City Engineer and/or Police Chief it shall be unlawful to park on or block off any designated Class 1 - Shared Use Path or Class 2 - Bicycle Lane, except for reasonable temporary emergency or facility maintenance purposes.

(2013 Code, § 26-103)

(Ord. 14781, passed 3-27-2006; Ord. 14840, passed 8-11-2008)

#### **SCHEDULE IV. STOP INTERSECTIONS.**

(A) *Stop sign locations.* Moving vehicular or automotive traffic on the following designated streets, Avenues, roads or drives shall stop before entrance into an intersection from the directions herein designated at the following named intersections:

| <b><i>Direction</i></b> | <b><i>Street/Intersection</i></b> |
|-------------------------|-----------------------------------|
| Southbound              | On 1st Avenue at Ferner Street    |
| Northbound              | On 1st Avenue at Ferner Street    |
| Southbound              | On 1st Avenue at Lincoln Street   |
| Northbound              | On 1st Avenue at Lincoln Street   |
| Southbound              | On 1st Avenue at Linn Street      |
| Northbound              | On 1st Avenue at Linn Street      |
| Southbound              | On 1st Avenue at Madison Street   |
| Northbound              | On 1st Avenue at Main Street      |
| Southbound              | On 1st Avenue at Main Street      |
| Northbound              | On 1st Avenue at North Street     |
| Southbound              | On 1st Avenue at North Street     |
| Northbound              | On 1st Avenue at Riverside Street |

|            |                                    |
|------------|------------------------------------|
| Southbound | On 1st Avenue at South Street      |
| Northbound | On 1st Avenue at South Street      |
| Northbound | On 1st Avenue at State Street      |
| Southbound | On 1st Avenue at State Street      |
| Southbound | On 1st Street at Boone Street      |
| Northbound | On 1st Street at Boone Street      |
| Northbound | On 1st Street at Center Street     |
| Southbound | On 1st Street at Church Street     |
| Northbound | On 1st Street at Church Street     |
| Southbound | On 1st Street at Columbus Drive    |
| Northbound | On 1st Street at Columbus Drive    |
| Northbound | On 1st Street at Ingledue Street   |
| Southbound | On 1st Street at Ingledue Street   |
| Northbound | On 1st Street at Lincoln Street    |
| Southbound | On 1st Street at Lincoln Street    |
| Northbound | On 1st Street at Linn Street       |
| Southbound | On 1st Street at Linn Street       |
| Southbound | On 1st Street at Madison Street    |
| Northbound | On 1st Street at Main Street       |
| Southbound | On 1st Street at Main Street       |
| Northbound | On 1st Street at Nevada Street     |
| Southbound | On 1st Street at Nevada Street     |
| Southbound | On 1st Street at Olive Street      |
| Northbound | On 1st Street at State Street      |
| Southbound | On 1st Street at State Street      |
| Northbound | On 1st Street at Washington Street |
| Northbound | On 2nd Avenue at Anson Street      |
| Northbound | On 2nd Avenue at Church Street     |
| Southbound | On 2nd Avenue at Church Street     |
| Northbound | On 2nd Avenue at Helm Street       |
| Northbound | On 2nd Avenue at Lincoln Street    |
| Southbound | On 2nd Avenue at Lincoln Street    |
| Northbound | On 2nd Avenue at Linn Street       |
| Southbound | On 2nd Avenue at Linn Street       |
| Southbound | On 2nd Avenue at Madison Street    |
| Northbound | On 2nd Avenue at Main Street       |
| Southbound | On 2nd Avenue at Main Street       |
| Northbound | On 2nd Avenue at Olive Street      |



|            |                                    |
|------------|------------------------------------|
| Southbound | On 2nd Avenue at Olive Street      |
| Northbound | On 2nd Avenue at Riverside Street  |
| Southbound | On 2nd Avenue at South Street      |
| Northbound | On 2nd Avenue at South Street      |
| Northbound | On 2nd Avenue at State Street      |
| Southbound | On 2nd Avenue at State Street      |
| Southbound | On 2nd Street at Boone Street      |
| Northbound | On 2nd Street at Boone Street      |
| Northbound | On 2nd Street at Center Street     |
| Southbound | On 2nd Street at Church Street     |
| Northbound | On 2nd Street at Church Street     |
| Southbound | On 2nd Street at Hibbs Boulevard   |
| Northbound | On 2nd Street at Hibbs Boulevard   |
| Northbound | On 2nd Street at Ingledue Street   |
| Southbound | On 2nd Street at Ingledue Street   |
| Southbound | On 2nd Street at Iowa Avenue West  |
| Southbound | On 2nd Street at Lincoln Street    |
| Northbound | On 2nd Street at Lincoln Street    |
| Northbound | On 2nd Street at Linn Street       |
| Southbound | On 2nd Street at Linn Street       |
| Southbound | On 2nd Street at Madison Street    |
| Northbound | On 2nd Street at Madison Street    |
| Northbound | On 2nd Street at Main Street       |
| Southbound | On 2nd Street at Main Street       |
| Southbound | On 2nd Street at Nevada Street     |
| Northbound | On 2nd Street at Nevada Street     |
| Southbound | On 2nd Street at Nicholas Drive    |
| Northbound | On 2nd Street at Nicholas Drive    |
| Southbound | On 2nd Street at Olive Street      |
| Southbound | On 2nd Street at South Street      |
| Northbound | On 2nd Street at Southridge Road   |
| Northbound | On 2nd Street at State Street      |
| Southbound | On 2nd Street at State Street      |
| Southbound | On 2nd Street at Washington Street |
| Northbound | On 3rd Avenue at Newcastle Road    |
| Southbound | On 3rd Avenue at Newcastle Road    |
| Southbound | On 3rd Avenue at Olive Street      |
| Northbound | On 3rd Avenue at Olive Street      |

|            |                                          |
|------------|------------------------------------------|
| Northbound | On 3rd Avenue at South Street            |
| Southbound | On 3rd Avenue at South Street            |
| Northbound | On 3rd Avenue at Southridge Road         |
| Southbound | On 3rd Avenue at Southridge Road         |
| Northbound | On 3rd Avenue Place at Thomas Drive      |
| Southbound | On 3rd Avenue Place at Thunderbird Drive |
| Southbound | On 3rd Street at Boone Street            |
| Northbound | On 3rd Street at Boone Street            |
| Northbound | On 3rd Street at Center Street           |
| Northbound | On 3rd Street at Church Street           |
| Southbound | On 3rd Street at Church Street           |
| Northbound | On 3rd Street at Edgeland Drive          |
| Southbound | On 3rd Street at Edgeland Drive          |
| Northbound | On 3rd Street at Madison                 |
| Southbound | On 3rd Street at Madison                 |
| Northbound | On 3rd Street at Main Street             |
| Southbound | On 3rd Street at Main Street             |
| Northbound | On 3rd Street at Olive Street            |
| Southbound | On 3rd Street at State Street            |
| Northbound | On 3rd Street at State Street            |
| Northbound | On 4th Avenue at Anson Street            |
| Northbound | On 4th Avenue at Church Street           |
| Northbound | On 4th Avenue at Linn Street             |
| Southbound | On 4th Avenue at Linnwood Street         |
| Northbound | On 4th Avenue at Linwood Street          |
| Northbound | On 4th Avenue at Marion Street           |
| Southbound | On 4th Avenue at Marion Street           |
| Southbound | On 4th Avenue at Nevada Street           |
| Southbound | On 4th Avenue at State Street            |
| Northbound | On 4th Avenue at Thomas Drive            |
| Southbound | On 4th Avenue at Thunderbird Drive       |
| Northbound | On 4th Avenue at Woodland Street         |
| Southbound | On 4th Street at Boone Street            |
| Northbound | On 4th Street at Boone Street            |
| Northbound | On 4th Street at Bryngelson Drive        |
| Southbound | On 4th Street at Bryngelson Drive        |
| Southbound | On 4th Street at Church Street           |
| Northbound | On 4th Street at Church Street           |

|            |                                    |
|------------|------------------------------------|
| Southbound | On 4th Street at Edgeland Drive    |
| Northbound | On 4th Street at Edgeland Drive    |
| Northbound | On 4th Street at Ingledue Street   |
| Southbound | On 4th Street at Ingledue Street   |
| Northbound | On 4th Street at Jerome Street     |
| Southbound | On 4th Street at Jerome Street     |
| Northbound | On 4th Street at Linn Street       |
| Southbound | On 4th Street at Linn Street       |
| Northbound | On 4th Street at Madison Street    |
| Southbound | On 4th Street at Madison Street    |
| Northbound | On 4th Street at Main Street       |
| Southbound | On 4th Street at Main Street       |
| Southbound | On 4th Street at Meadow Lane       |
| Northbound | On 4th Street at Meadow Lane       |
| Northbound | On 4th Street at Olive Street      |
| Southbound | On 4th Street at Olive Street      |
| Northbound | On 4th Street at Pleasantview Road |
| Southbound | On 4th Street at Pleasantview Road |
| Northbound | On 4th Street at South Street      |
| Southbound | On 4th Street at State Street      |
| Northbound | On 4th Street at State Street      |
| Northbound | On 4th Street at Summit Street     |
| Southbound | On 4th Street at Summit Street     |
| Southbound | On 4th Street at Sunset Lane       |
| Northbound | On 4th Street at Woodland Street   |
| Northbound | On 5th Avenue at Anson Street      |
| Southbound | On 5th Avenue at Anson Street      |
| Northbound | On 5th Avenue at Bromley Street    |
| Southbound | On 5th Avenue at Bromley Street    |
| Northbound | On 5th Avenue at Church Street     |
| Southbound | On 5th Avenue at Church Street     |
| Eastbound  | On 5th Avenue at Edgebrook Drive   |
| Northbound | On 5th Avenue at Linn Street       |
| Southbound | On 5th Avenue at Linn Street       |
| Southbound | On 5th Avenue at Linnwood Street   |
| Northbound | On 5th Avenue at Linnwood Street   |
| Northbound | On 5th Avenue at Main Street       |
| Southbound | On 5th Avenue at Main Street       |

|            |                                    |
|------------|------------------------------------|
| Southbound | On 5th Avenue at Marion Street     |
| Southbound | On 5th Avenue at Newcastle         |
| Northbound | On 5th Avenue at Newcastle         |
| Northbound | On 5th Avenue at South Street      |
| Southbound | On 5th Avenue at South Street      |
| Southbound | On 5th Avenue at Southridge Road   |
| Southbound | On 5th Avenue at State Street      |
| Northbound | On 5th Avenue at State Street      |
| Northbound | On 5th Avenue at Thunderbird Drive |
| Southbound | On 5th Avenue at Thunderbird Drive |
| Northbound | On 5th Avenue at Woodland Street   |
| Southbound | On 5th Street at Boone Street      |
| Northbound | On 5th Street at Boone Street      |
| Northbound | On 5th Street at Church Street     |
| Southbound | On 5th Street at Church Street     |
| Northbound | On 5th Street at Edgeland Drive    |
| Southbound | On 5th Street at Edgeland Drive    |
| Northbound | On 5th Street at Ingledue Street   |
| Northbound | On 5th Street at Linn Street       |
| Southbound | On 5th Street at Linn Street       |
| Northbound | On 5th Street at Madison Street    |
| Southbound | On 5th Street at Madison Street    |
| Northbound | On 5th Street at Main Street       |
| Southbound | On 5th Street at Main Street       |
| Northbound | On 5th Street at Olive Street      |
| Southbound | On 5th Street at Olive Street      |
| Northbound | On 5th Street at State Street      |
| Southbound | On 5th Street at State Street      |
| Southbound | On 5th Street at Summit Street     |
| Northbound | On 5th Street at Summit Street     |
| Northbound | On 5th Street at Westwood Drive    |
| Southbound | On 6th Avenue at Anson Street      |
| Northbound | On 6th Avenue at Anson Street      |
| Southbound | On 6th Avenue at Church Street     |
| Northbound | On 6th Avenue at Church Street     |
| Northbound | On 6th Avenue at Linn Street       |
| Southbound | On 6th Avenue at Linn Street       |
| Northbound | On 6th Avenue at Main Street       |

|            |                                   |
|------------|-----------------------------------|
| Northbound | On 6th Avenue at Marion Street    |
| Eastbound  | On 6th Street at 3rd Street       |
| Southbound | On 6th Street at Boone Street     |
| Southbound | On 6th Street at Church Street    |
| Southbound | On 6th Street at Iowa Avenue West |
| Northbound | On 6th Street at Iowa Avenue West |
| Southbound | On 6th Street at Linn Street      |
| Southbound | On 6th Street at Madison Street   |
| Northbound | On 6th Street at Madison Street   |
| Southbound | On 6th Street at Main Street      |
| Northbound | On 6th Street at State Street     |
| Southbound | On 6th Street at State Street     |
| Southbound | On 6th Street at Summit Street    |
| Northbound | On 6th Street at Summit Street    |
| Southbound | On 6th Street at Westwood Drive   |
| Northbound | On 6th Street at Westwood Drive   |
| Southbound | On 7th Avenue at Anson Street     |
| Northbound | On 7th Avenue at Anson Street     |
| Northbound | On 7th Avenue at Boone Street     |
| Southbound | On 7th Avenue at Boone Street     |
| Southbound | On 7th Avenue at Linn Street      |
| Northbound | On 7th Avenue at Linn Street      |
| Northbound | On 7th Avenue at Main Street      |
| Southbound | On 7th Avenue at Main Street      |
| Northbound | On 7th Avenue at Marion Street    |
| Southbound | On 7th Avenue at May Street       |
| Northbound | On 7th Avenue at May Street       |
| Southbound | On 7th Avenue at Nevada Street    |
| Northbound | On 7th Avenue at Nevada Street    |
| Northbound | On 7th Avenue at Olive Street     |
| Southbound | On 7th Avenue at Olive Street     |
| Southbound | On 7th Avenue at South Street     |
| Northbound | On 7th Avenue at South Street     |
| Northbound | On 7th Avenue at State Street     |
| Southbound | On 7th Avenue at State Street     |
| Southbound | On 7th Street at Boone Street     |
| Southbound | On 7th Street at Church Street    |
| Northbound | On 7th Street at Church Street    |

|            |                                   |
|------------|-----------------------------------|
| Northbound | On 7th Street at Lincoln Way      |
| Southbound | On 7th Street at Linn Street      |
| Northbound | On 7th Street at Linn Street      |
| Southbound | On 7th Street at Main Street      |
| Northbound | On 7th Street at Main Street      |
| Northbound | On 7th Street at State Street     |
| Southbound | On 7th Street at State Street     |
| Southbound | On 7th Street at Summit Street    |
| Northbound | On 7th Street at Summit Street    |
| Southbound | On 8th Avenue at Anson Street     |
| Northbound | On 8th Avenue at Anson Street     |
| Northbound | On 8th Avenue at Jackson Street   |
| Southbound | On 8th Avenue at Jackson Street   |
| Northbound | On 8th Avenue at Main Street      |
| Southbound | On 8th Avenue at Main Street      |
| Northbound | On 8th Avenue at Marion Street    |
| Southbound | On 8th Avenue at May Street       |
| Northbound | On 8th Avenue at May Street       |
| Southbound | On 8th Avenue at Nevada Street    |
| Southbound | On 8th Avenue at South Street     |
| Northbound | On 8th Avenue at State Street     |
| Southbound | On 8th Avenue at State Street     |
| Northbound | On 8th Street at Boone Street     |
| Southbound | On 8th Street at Boone Street     |
| Southbound | On 8th Street at Church Street    |
| Northbound | On 8th Street at Church Street    |
| Southbound | On 8th Street at Iowa Avenue West |
| Northbound | On 8th Street at Iowa Avenue West |
| Southbound | On 8th Street at Linn Street      |
| Northbound | On 8th Street at Linn Street      |
| Northbound | On 8th Street at Main Street      |
| Southbound | On 8th Street at Main Street      |
| Northbound | On 8th Street at Southridge Road  |
| Southbound | On 8th Street at Southridge Road  |
| Southbound | On 8th Street at State Street     |
| Northbound | On 8th Street at State Street     |
| Southbound | On 8th Street at Summit Street    |
| Northbound | On 8th Street at Summit Street    |

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| Southbound | On 8th Street at W. Hibbs Boulevard |
| Northbound | On 9th Avenue at Anson Street       |
| Southbound | On 9th Avenue at Anson Street       |
| Southbound | On 9th Avenue at Henry Drive        |
| Southbound | On 9th Avenue at Main Street        |
| Northbound | On 9th Avenue at May Street         |
| Southbound | On 9th Avenue at May Street         |
| Northbound | On 9th Avenue at South Street       |
| Southbound | On 9th Avenue at South Street       |
| Southbound | On 9th Avenue at State Street       |
| Northbound | On 9th Avenue at State Street       |
| Northbound | On 9th Avenue at Woodbury Street    |
| Northbound | On 9th Street at Lincoln Way        |
| Southbound | On 9th Street at Lincoln Way        |
| Southbound | On 9th Street at Main Street        |
| Northbound | On 9th Street at Main Street        |
| Southbound | On 9th Street at Summit Street      |
| Northbound | On 9th Street at Summit Street      |
| Northbound | On 10th Avenue at Anson Street      |
| Southbound | On 10th Avenue at Main Street       |
| Northbound | On 10th Avenue at Marion Street     |
| Southbound | On 10th Avenue at Olive Street      |
| Southbound | On 10th Avenue at South Street      |
| Southbound | On 10th Avenue at State Street      |
| Northbound | On 10th Avenue at State Street      |
| Southbound | On 10th Street at Boone Street      |
| Northbound | On 10th Street at Boone Street      |
| Northbound | On 10th Street at Church Street     |
| Southbound | On 10th Street at Main Street       |
| Southbound | On 10th Street at State Street      |
| Northbound | On 10th Street at State Street      |
| Northbound | On 10th Street at Summit Street     |
| Northbound | On 11th Avenue at Anson Street      |
| Northbound | On 11th Avenue at Lee Street        |
| Southbound | On 11th Avenue at Lee Street        |
| Southbound | On 11th Avenue at Main Street       |
| Southbound | On 11th Avenue at South Street      |
| Northbound | On 11th Avenue at State Street      |



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| Southbound | On 11th Avenue at State Street     |
| Northbound | On 11th Street at Church Street    |
| Southbound | On 11th Street at Main Street      |
| Northbound | On 11th Street at State Street     |
| Southbound | On 11th Street at State Street     |
| Northbound | On 11th Street at Summit Street    |
| Northbound | On 12th Avenue at Main Street      |
| Southbound | On 12th Avenue at Main Street      |
| Northbound | On 12th Avenue at Marion Street    |
| Northbound | On 12th Avenue at Nevada Street    |
| Southbound | On 12th Avenue at Nevada Street    |
| Southbound | On 12th Avenue at Nevada Street    |
| Northbound | On 12th Street at Boone Street     |
| Southbound | On 12th Street at Boone Street     |
| Northbound | On 12th Street at Church Street    |
| Southbound | On 12th Street at Church Street    |
| Southbound | On 12th Street at Iowa Avenue West |
| Southbound | On 12th Street at Lincoln Way      |
| Northbound | On 12th Street at Lincoln Way      |
| Northbound | On 12th Street at Main Street      |
| Southbound | On 12th Street at Main Street      |
| Southbound | On 12th Street at Olive Street     |
| Southbound | On 12th Street at State Street     |
| Northbound | On 12th Street at State Street     |
| Northbound | On 12th Street at Summit Street    |
| Northbound | On 12th Street at Westwood         |
| Northbound | On 13th Avenue at Marion Street    |
| Northbound | On 13th Avenue at Woodbury Street  |
| Southbound | On 13th Avenue at Woodbury Street  |
| Southbound | On 13th Street at Boone Street     |
| Southbound | On 13th Street at Church Street    |
| Northbound | On 13th Street at Church Street    |
| Southbound | On 13th Street at Church Street    |
| Northbound | On 13th Street at Church Street    |
| Southbound | On 13th Street at Linn Street      |
| Northbound | On 13th Street at Linn Street      |
| Northbound | On 13th Street at Summit Street    |
| Northbound | On 14th Avenue at Boone Street     |

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| Southbound | On 14th Avenue at Boone Street         |
| Northbound | On 14th Avenue at Linn Street          |
| Northbound | On 14th Avenue at Marion Street        |
| Southbound | On 14th Avenue at Nevada Street        |
| Southbound | On 14th Avenue at Woodbury Street      |
| Northbound | On 14th Avenue at Woodbury Street      |
| Southbound | On 14th Street at Church Street        |
| Northbound | On 14th Street at Greenfield Drive     |
| Southbound | On 14th Street at Greenfield Drive     |
| Southbound | On 14th Street at Iowa Avenue West     |
| Southbound | On 14th Street at Lincoln Way          |
| Southbound | On 14th Street at Main Street          |
| Northbound | On 14th Street at Main Street          |
| Northbound | On 14th Street at Rolling Meadows Road |
| Northbound | On 14th Street at Summit Street        |
| Southbound | On 15th Avenue at Anson Street         |
| Southbound | On 15th Avenue at Boone Street         |
| Northbound | On 15th Avenue at Boone Street         |
| Northbound | On 15th Avenue at Jackson Street       |
| Northbound | On 15th Avenue at Linn Street          |
| Northbound | On 15th Avenue at Marion Street        |
| Northbound | On 15th Avenue at Nevada Street        |
| Northbound | On 15th Avenue at Woodbury Street      |
| Southbound | On 15th Avenue at Woodbury Street      |
| Southbound | On 15th Street at Summit Street        |
| Northbound | On 15th Street at Summit Street        |
| Northbound | On 16th Avenue at Boone Street         |
| Southbound | On 16th Avenue at Boone Street         |
| Northbound | On 16th Avenue at Linn Street          |
| Southbound | On 16th Avenue at Nevada Street        |
| Northbound | On 16th Street at Fremont Street       |
| Southbound | On 16th Street at Fremont Street       |
| Northbound | On 16th Street at Main Street          |
| Southbound | On 16th Street at Main Street          |
| Northbound | On 16th Street at State Street         |
| Southbound | On 16th Street at State Street         |
| Northbound | On 16th Street at Summit Street        |
| Southbound | On 16th Street at Summit Street        |

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| Northbound | On 17th Avenue at Linn Street         |
| Southbound | On 17th Avenue at Olive Street        |
| Southbound | On 17th Street at Main Street         |
| Southbound | On 17th Street at Summit Street       |
| Southbound | On 18th Avenue at Burns Road          |
| Northbound | On 18th Avenue at Main Street         |
| Southbound | On 18th Avenue at Main Street         |
| Northbound | On 18th Avenue at Marion Street       |
| Northbound | On 18th Street at Summit Street       |
| Southbound | On 19th Avenue at Anson Street        |
| Southbound | On 19th Street at Main Street         |
| Northbound | On 19th Street at Summit Street       |
| Southbound | On 21st Street at State Street        |
| Southbound | On 22nd Street at 233rd Street        |
| Southbound | On 23rd Street at 233rd Street        |
| Southbound | On 25th Street at Main Street         |
| Northbound | On 27th Street at Summit Street       |
| Southbound | On Ann Rutledge Road at Lincoln Way   |
| Westbound  | On Anson Street at 12th Avenue        |
| Eastbound  | On Anson Street at 12th Avenue        |
| Eastbound  | On Anson Street at 18th Avenue        |
| Westbound  | On Anson Street at 18th Avenue        |
| Eastbound  | On Arlington Drive at 6th Street      |
| Westbound  | On Arlington Drive at 6th Street      |
| Westbound  | On Arnold Drive at Highland Acres     |
| Northbound | On Austin Place at Merritt Road       |
| Eastbound  | On Bailey Drive at Edgebrook Drive    |
| Southbound | On Bailey Drive at Thunderbird Drive  |
| Southbound | On Bel Aire Drive at Lincoln Way      |
| Eastbound  | On Benjamin Drive at Governor Road    |
| Westbound  | On Benjamin Drive at Joan Terrace     |
| Northbound | On Bittersweet Road at Westwood Drive |
| Northbound | On Blossom Lane at Thomas Drive       |
| Southbound | On Blossom Lane at Thunderbird Drive  |
| Eastbound  | On Bohen Street at 3rd Avenue         |
| Westbound  | On Bohen Street at Center Street      |
| Westbound  | On Boone Street at 12th Avenue        |
| Eastbound  | On Boone Street at 17th Avenue        |

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| Westbound  | On Boone Street at 3rd Avenue            |
| Eastbound  | On Boone Street at 3rd Street            |
| Westbound  | On Boone Street at 3rd Street            |
| Eastbound  | On Boone Street at 4th Avenue            |
| Westbound  | On Boone Street at 4th Avenue            |
| Eastbound  | On Boone Street at 8th Avenue            |
| Westbound  | On Boone Street at 8th Avenue            |
| Eastbound  | On Boone Street at 9th Street            |
| Westbound  | On Boone Street at 9th Street            |
| Southbound | On Brentwood Place at Lincoln Way        |
| Southbound | On Brentwood Road at Lincoln Way         |
| Southbound | On Broadmore Street at South Street      |
| Westbound  | On Bromley Street at 10th Avenue         |
| Eastbound  | On Bromley Street at 10th Avenue         |
| Westbound  | On Bromley Street at 11th Avenue         |
| Eastbound  | On Bromley Street at 11th Avenue         |
| Eastbound  | On Bromley Street at 12th Avenue         |
| Westbound  | On Bromley Street at 3rd Avenue          |
| Eastbound  | On Bromley Street at 4th Avenue          |
| Westbound  | On Bromley Street at 4th Avenue          |
| Westbound  | On Bromley Street at 7th Avenue          |
| Eastbound  | On Bromley Street at 7th Avenue          |
| Eastbound  | On Bromley Street at 8th Avenue          |
| Westbound  | On Bromley Street at 8th Avenue          |
| Eastbound  | On Bromley Street at 9th Avenue          |
| Westbound  | On Bromley Street at 9th Avenue          |
| Northbound | On Brookside Drive at Olive Street       |
| Westbound  | On Bryngelson Drive at 4th Street        |
| Westbound  | On Burns Road at Governor Road           |
| Eastbound  | On Burns Road at Governor Road           |
| Westbound  | On Byron Street at 1st Avenue            |
| Eastbound  | On Byron Street at 2nd Avenue            |
| Westbound  | On Carson Drive at 6th Street            |
| Northbound | On Catalina Drive at Santa Barbara Drive |
| Northbound | On Center Street at Lincoln Street       |
| Southbound | On Center Street at Lincoln Street       |
| Southbound | On Center Street at Madison Street       |
| Northbound | On Center Street at Main Street          |

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| Southbound | On Center Street at Main Street                                  |
| Northbound | On Center Street at Nevada Street                                |
| Southbound | On Center Street at Nevada Street                                |
| Northbound | On Center Street at Lincoln Street                               |
| Northbound | On Center Street at State Street                                 |
| Southbound | On Center Street at State Street                                 |
| Southbound | On Center Street Frontage Road at Berle Road                     |
| Northbound | On Center Street Frontage Road at Hibbs Boulevard                |
| Southbound | On Center Street Frontage Road at Hibbs Boulevard                |
| Southbound | On Center Street Frontage Road at Iowa Avenue W., 500 feet west  |
| Southbound | On Center Street Frontage Road at Nicholas Drive                 |
| Northbound | On Center Street Frontage Road at Nicholas Drive                 |
| Northbound | On Center Street Frontage Road at Nicholas Drive, 450 feet south |
| Southbound | On Center Street Frontage Road at Nicholas Drive, 450 feet south |
| Southbound | On Center Street Frontage Road at Southridge Road                |
| Northbound | On Center Street Frontage Road at Southridge Road                |
| Northbound | On Center Street Frontage Road at Westwood Drive                 |
| Eastbound  | On Cherry Street at 2nd Avenue                                   |
| Westbound  | On Cherry Street at Center Street                                |
| Westbound  | On Church Street at 13th Street                                  |
| Eastbound  | On Church Street at 14th Street                                  |
| Westbound  | On Church Street at 18th Avenue                                  |
| Westbound  | On Church Street at 3rd Street                                   |
| Eastbound  | On Church Street at 9th Street                                   |
| Westbound  | On Church Street at 9th Street                                   |
| Southbound | On Clinton Street at Olive Street                                |
| Westbound  | On College Drive (north) at Center Street                        |
| Westbound  | On College Drive (south) at Center Street                        |
| Westbound  | On Columbus Drive at 2nd Street                                  |
| Eastbound  | On Columbus Drive at 2nd Street                                  |
| Westbound  | On Columbus Drive at 4th Street                                  |
| Eastbound  | On Columbus Drive at Center Street                               |
| Southbound | On Cooper Lane at Carson Drive                                   |
| Northbound | On Country Club Lane at Olive Street                             |
| Eastbound  | On Craig Circle at Edgebrook Drive                               |
| Eastbound  | On Crestview Drive at Center Street                              |

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| Northbound | On Crestview Drive at Columbus Drive      |
| Northbound | On Crestview Drive at Olive Street        |
| Southbound | On Crestview Drive at Olive Street        |
| Westbound  | On Debra Drive at 6th Street              |
| Southbound | On Debra Drive at Westwood Drive          |
| Southbound | On Denmead Street at Main Street          |
| Northbound | On Denmead Street at State Street         |
| Southbound | On Dubois Circle at Southridge Road       |
| Southbound | On East 3rd Avenue ramp at Madison Street |
| Westbound  | On East Madison Street ramp at 3rd Avenue |
| Westbound  | On East Washington ramp at Center Street  |
| Eastbound  | On Eastview Road at Edgebrook Drive       |
| Westbound  | On Eastview Road at Rainbow Drive         |
| Eastbound  | On EB Hwy 30 off ramp at 18th Avenue      |
| Eastbound  | On EB Hwy 30 off ramp at Center Street    |
| Northbound | On Edgebrook Drive at Olive Street        |
| Southbound | On Edgebrook Drive at Southridge Road     |
| Eastbound  | On Edgeland Drive at 4th Street           |
| Westbound  | On Edgeland Drive at 4th Street           |
| Westbound  | On Edgeland Drive at 6th Street           |
| Eastbound  | On Edgeland Drive at Center Street        |
| Westbound  | On Edgewood Street at 3rd Avenue          |
| Eastbound  | On Edgewood Street at 4th Avenue          |
| Westbound  | On Edgewood Street at 4th Avenue          |
| Eastbound  | On Elder Drive at 18th Avenue             |
| Eastbound  | On Elmwood Drive at 6th Street            |
| Westbound  | On Elmwood Drive at Hillcrest Drive       |
| Eastbound  | On Elmwood Drive at Hillcrest Drive       |
| Northbound | On Elmwood Drive at Olive Street          |
| Eastbound  | On Elmwood Drive at Timberline Drive      |
| Westbound  | On Elmwood Drive at Timberline Drive      |
| Westbound  | On Fairway Drive at 12th Street           |
| Northbound | On Fairway Drive at 12th Street           |
| Eastbound  | On Ferner Street at 1st Street            |
| Westbound  | On Ferner Street at 1st Street            |
| Eastbound  | On Ferner Street at 2nd Avenue            |
| Westbound  | On Ferner Street at 2nd Avenue            |
| Eastbound  | On Ferner Street at 3rd Avenue            |

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| Westbound  | On Ferner Street at 3rd Avenue       |
| Westbound  | On Ferner Street at Center Street    |
| Eastbound  | On Ferner Street at Center Street    |
| Eastbound  | On Ferner Street at Glenwood Terrace |
| Westbound  | On Ferner Street at Glenwood Terrace |
| Northbound | On Finkle Avenue at Anson Street     |
| Southbound | On Finkle Avenue at South Street     |
| Northbound | On Freiberg Court at Westwood Drive  |
| Eastbound  | On Fremont Street at 11th Street     |
| Westbound  | On Fremont Street at 11th Street     |
| Westbound  | On Fremont Street at 12th Street     |
| Eastbound  | On Fremont Street at 12th Street     |
| Westbound  | On Fremont Street at 13th Street     |
| Eastbound  | On Fremont Street at 3rd Street      |
| Westbound  | On Fremont Street at 4th Street      |
| Eastbound  | On Fremont Street at 4th Street      |
| Westbound  | On Fremont Street at 5th Street      |
| Eastbound  | On Fremont Street at 5th Street      |
| Westbound  | On Fremont Street at 6th Street      |
| Eastbound  | On Fremont Street at 6th Street      |
| Westbound  | On Fremont Street at 7th Street      |
| Eastbound  | On Fremont Street at 7th Street      |
| Westbound  | On Fremont Street at 8th Street      |
| Eastbound  | On Fremont Street at 9th Street      |
| Westbound  | On Friendly Drive at 3rd Avenue      |
| Eastbound  | On Friendly Drive at Edgebrook Drive |
| Southbound | On Gethmann Drive at Westwood Drive  |
| Westbound  | On Glenda Drive at 2nd Avenue        |
| Westbound  | On Glenda Drive at Melissa Drive     |
| Northbound | On Glenwood Terrace at Ferner Street |
| Northbound | On Governor Road at Iowa Avenue east |
| Southbound | On Governor Road at Iowa Avenue east |
| Eastbound  | On Grant Street at 1st Avenue        |
| Eastbound  | On Grant Street at 1st Street        |
| Westbound  | On Grant Street at 1st Street        |
| Eastbound  | On Grant Street at 2nd Street        |
| Westbound  | On Grant Street at 2nd Street        |
| Westbound  | On Grant Street at 3rd Street        |



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| Eastbound  | On Grant Street at Center Street           |
| Westbound  | On Grant Street at Center Street           |
| Eastbound  | On Harmony Drive at 3rd Avenue             |
| Westbound  | On Henry Drive at 7th Avenue               |
| Eastbound  | On High Street at 1st Avenue               |
| Westbound  | On High Street at 1st Avenue               |
| Westbound  | On High Street at 2nd Street               |
| Eastbound  | On High Street at 2nd Street               |
| Eastbound  | On High Street at 3rd Avenue               |
| Westbound  | On High Street at 6th Street               |
| Eastbound  | On High Street at 7th Avenue               |
| Westbound  | On High Street at 7th Avenue               |
| Westbound  | On High Street at 8th Avenue               |
| Eastbound  | On High Street at 8th Avenue               |
| Eastbound  | On High Street at Center Street            |
| Westbound  | On High Street at Center Street            |
| Westbound  | On High Street at Finkle Avenue            |
| Southbound | On Highland Acres at Lincoln Way           |
| Northbound | On Highland Acres at Lincoln Way           |
| Northbound | On Highland Acres at Main Street           |
| Southbound | On Hillcrest Drive at Elmwood Drive        |
| Northbound | On Hillcrest Road at Olive Street          |
| Eastbound  | On Hughes Street at 4th Street             |
| Westbound  | On Hughes Street at 5th Street             |
| Southbound | On Huisman Circle (east) at Columbus Drive |
| Southbound | On Huisman Circle (west) at Columbus Drive |
| Westbound  | On Industrial Boulevard at 12th Avenue     |
| Eastbound  | On Ingledue Street at 2nd Avenue           |
| Westbound  | On Ingledue Street at 2nd Avenue           |
| Eastbound  | On Ingledue Street at 3rd Avenue           |
| Eastbound  | On Ingledue Street at 4th Street           |
| Westbound  | On Ingledue Street at 4th Street           |
| Westbound  | On Ingledue Street at 6th Street           |
| Eastbound  | On Ingledue Street at Center Street        |
| Westbound  | On Ingledue Street at Center Street        |
| Eastbound  | On Innes Boulevard at 3rd Street           |
| Westbound  | On Iowa Avenue E at 18th Avenue            |
| Eastbound  | On Iowa Avenue E at 18th Avenue            |

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| Eastbound  | On Iowa Avenue W. Frontage Road at 6th Street |
| Westbound  | On Iowa Avenue W. Frontage Road at 8th Street |
| Westbound  | On Jackson Street at 12th Avenue              |
| Eastbound  | On Jackson Street at 12th Avenue              |
| Eastbound  | On Jackson Street at 9th Avenue               |
| Westbound  | On Jackson Street at 9th Avenue               |
| Eastbound  | On Jerome Street at 3rd Street                |
| Westbound  | On Joan Terrace at 7th Avenue                 |
| Southbound | On Kester Road at Benjamin Drive              |
| Southbound | On Knollway at W. Hibbs Boulevard             |
| Northbound | On Knollwood Drive at Olive Street            |
| Eastbound  | On Koeper Drive at 3rd Avenue                 |
| Eastbound  | On Larkfield Court at 12th Street             |
| Southbound | On Larkfield Court at Rolling Meadows Road    |
| Eastbound  | On Lee Street at 11th Avenue                  |
| Westbound  | On Lee Street at 11th Avenue                  |
| Eastbound  | On Lee Street at 12th Avenue                  |
| Westbound  | On Lee Street at 3rd Avenue                   |
| Westbound  | On Lee Street at 4th Avenue                   |
| Eastbound  | On Lee Street at 4th Avenue                   |
| Westbound  | On Lee Street at 7th Avenue                   |
| Eastbound  | On Lee Street at 7th Avenue                   |
| Westbound  | On Lee Street at 8th Avenue                   |
| Eastbound  | On Lee Street at 8th Avenue                   |
| Northbound | On Leland Court at Joan Terrace               |
| Eastbound  | On Leo Street at 3rd Avenue                   |
| Eastbound  | On Lincoln Street at 3rd Avenue               |
| Westbound  | On Lincoln Street at 3rd Street               |
| Northbound | On Lincoln Tower Circle (east) at Lincoln Way |
| Northbound | On Lincoln Tower Circle (west) at Lincoln Way |
| Eastbound  | On Lincoln Way at 6th Street                  |
| Westbound  | On Lincoln Way at Lincoln Way/Madison         |
| Westbound  | On Linn Street at 12th Street                 |
| Eastbound  | On Linn Street at 12th Street                 |
| Eastbound  | On Linn Street at 13th Street                 |
| Westbound  | On Linn Street at 13th Street                 |
| Eastbound  | On Linn Street at 18th Avenue                 |
| Eastbound  | On Linn Street at 3rd Street                  |

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| Eastbound  | On Linn Street at 4th Avenue             |
| Eastbound  | On Linn Street at 8th Avenue             |
| Westbound  | On Linn Street at 8th Avenue             |
| Westbound  | On Linnwood Street at 3rd Avenue         |
| Eastbound  | On Linnwood Street at 5th Avenue         |
| Westbound  | On Madison Street at 12th Avenue         |
| Eastbound  | On Madison Street at 3rd Street          |
| Westbound  | On Madison Street at 3rd Street          |
| Westbound  | On Madison Street at 9th Street          |
| Eastbound  | On Madison Street at Lincoln Way/Madison |
| Eastbound  | On Main Street at 12th Avenue            |
| Westbound  | On Main Street at 12th Avenue            |
| Westbound  | On Main Street at 1st Avenue             |
| Eastbound  | On Main Street at 1st Avenue             |
| Westbound  | On Main Street at 1st Street             |
| Eastbound  | On Main Street at 1st Street             |
| Westbound  | On Main Street at 2nd Avenue             |
| Eastbound  | On Main Street at 2nd Avenue             |
| Westbound  | On Main Street at 2nd Street             |
| Eastbound  | On Main Street at 2nd Street             |
| Westbound  | On Main Street at 3rd Street             |
| Eastbound  | On Main Street at 3rd Street             |
| Westbound  | On Main Street at 7th Avenue             |
| Eastbound  | On Main Street at 7th Avenue             |
| Eastbound  | On Main Street at 9th Street             |
| Westbound  | On Main Street at 9th Street             |
| Eastbound  | On Main Street at 18th Avenue            |
| Westbound  | On Main Street at 18th Avenue            |
| Westbound  | On Main Street at Center Street          |
| Eastbound  | On Main Street at Center Street          |
| Southbound | On Maple Boulevard at Southridge Road    |
| Northbound | On Maple Boulevard at Westwood Drive     |
| Westbound  | On Marion Street at 18th Avenue          |
| Eastbound  | On Marion Street at 18th Avenue          |
| Eastbound  | On Marion Street at 3rd Avenue           |
| Westbound  | On Marion Street at 3rd Avenue           |
| Westbound  | On Marion Street at Center Street        |
| Westbound  | On Market Street at 2nd Avenue           |

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| Eastbound  | On Market Street at West Madison Street ramp |
| Westbound  | On Market Street at West Madison Street ramp |
| Southbound | On Marshall Drive (east) at Nevada Street    |
| Southbound | On Marshall Drive (west) at Nevada Street    |
| Eastbound  | On May Street at 12th Avenue                 |
| Westbound  | On May Street at 3rd Avenue                  |
| Eastbound  | On May Street at 3rd Avenue                  |
| Westbound  | On Maytag Road at 6th Street                 |
| Eastbound  | On Maytag Road at 6th Street                 |
| Southbound | On Maytag Road at Iowa Avenue West           |
| Westbound  | On Meadow Lane at 4th Street                 |
| Eastbound  | On Meadow Lane at 4th Street                 |
| Westbound  | On Meadow Lane at 6th Street                 |
| Northbound | On Melissa Lane at Southridge Road           |
| Westbound  | On Merle Hibbs Boulevard at 18th Avenue      |
| Eastbound  | On Merle Hibbs Boulevard at 18th Avenue      |
| Westbound  | On Merle Hibbs Boulevard at 6th Street       |
| Westbound  | On Merle Hibbs Boulevard at Governor Road    |
| Eastbound  | On Merle Hibbs Boulevard at Governor Road    |
| Northbound | On Merrit Road at Lincoln Way                |
| Westbound  | On Nelson Road at Highland Acres             |
| Eastbound  | On Nevada Street at 12th Avenue              |
| Westbound  | On Nevada Street at 12th Avenue              |
| Westbound  | On Nevada Street at 12th Street              |
| Eastbound  | On Nevada Street at 18th Avenue              |
| Westbound  | On Nevada Street at 18th Avenue              |
| Westbound  | On Nevada Street at 1st Avenue               |
| Eastbound  | On Nevada Street at 1st Avenue               |
| Eastbound  | On Nevada Street at 3rd Street               |
| Westbound  | On Nevada Street at 3rd Street               |
| Eastbound  | On Nevada Street at 4th Street               |
| Westbound  | On Nevada Street at 4th Street               |
| Eastbound  | On Nevada Street at 5th Street               |
| Westbound  | On Nevada Street at 5th Street               |
| Eastbound  | On Nevada Street at 6th Street               |
| Westbound  | On Nevada Street at 6th Street               |
| Westbound  | On Nevada Street at 9th Street               |
| Eastbound  | On Nevada Street at 9th Street               |

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| Westbound  | On Nevada Street at Center Street    |
| Eastbound  | On Nevada Street at Center Street    |
| Westbound  | On Newcastle Road at 1st Avenue      |
| Westbound  | On Newcastle Road at 3rd Avenue      |
| Eastbound  | On Newcastle Road at 3rd Avenue      |
| Eastbound  | On Newcastle Road at Edgebrook Drive |
| Westbound  | On Nicholas Drive at 6th Street      |
| Westbound  | On North Street at 1st Avenue        |
| Eastbound  | On North Street at 1st Avenue        |
| Eastbound  | On North Street at 1st Street        |
| Westbound  | On North Street at 1st Street        |
| Westbound  | On North Street at Center Street     |
| Eastbound  | On North Street at Center Street     |
| Eastbound  | On Olive Street at 18th Avenue       |
| Westbound  | On Olive Street at 18th Avenue       |
| Westbound  | On Olive Street at 2nd Avenue        |
| Eastbound  | On Olive Street at 2nd Avenue        |
| Eastbound  | On Olive Street at 3rd Avenue        |
| Westbound  | On Olive Street at 3rd Avenue        |
| Westbound  | On Olson Way at 3rd Avenue           |
| Eastbound  | On Olson Way at 3rd Avenue           |
| Northbound | On Olson Way at Olive Street         |
| Southbound | On Orchard Drive at Lincoln Way      |
| Eastbound  | On Palmer Street at 3rd Avenue       |
| Westbound  | On Palmer Street at Center Street    |
| Eastbound  | On Park Street at 3rd Street         |
| Westbound  | On Park Street at 4th Street         |
| Eastbound  | On Park Street at 4th Street         |
| Northbound | On Parker Avenue at Iowa Avenue West |
| Westbound  | On Pine Street at 2nd Avenue         |
| Eastbound  | On Pine Street at 3rd Avenue         |
| Westbound  | On Player Street at 6th Street       |
| Northbound | On Plaza Drive at Southridge Road    |
| Westbound  | On Pleasantview Road at 4th Street   |
| Eastbound  | On Pleasantview Road at 4th Street   |
| Westbound  | On Pleasantview Road at 6th Street   |
| Westbound  | On Prairie Lane at 12th Street       |
| Westbound  | On Rainbow Drive at 3rd Avenue       |

|            |                                                             |
|------------|-------------------------------------------------------------|
| Eastbound  | On Rainbow Drive at 3rd Avenue                              |
| Northbound | On Rainbow Drive at Olive Street                            |
| Eastbound  | On Ratcliffe Drive at 7th Avenue                            |
| Westbound  | On Ratcliffe Drive at 7th Avenue                            |
| Northbound | On Renee Drive at Olive Street                              |
| Westbound  | On Richard Drive at 6th Street                              |
| Eastbound  | On Riverside Street at 4th Avenue                           |
| Westbound  | On Riverside Street at 4th Avenue                           |
| Westbound  | On Riverside Street at Center Street                        |
| Southbound | On Riverview-Campground Circle at Riverview-Campground Road |
| Southbound | On Riverview-Campground Circle at Woodland Street           |
| Eastbound  | On Riverview-Campground Road at Riverview-Campground Circle |
| Eastbound  | On Riverview-Log Cabin Drive at Riverview-Apgar Lane        |
| Westbound  | On Riverview-Log Cabin Drive at Riverview-Apgar Lane        |
| Southbound | On Riverview-Reunion Hall Lane at Woodland Street           |
| Eastbound  | On Roberts Terrace at 6th Street                            |
| Westbound  | On Roberts Terrace at 6th Street                            |
| Eastbound  | On Rolling Meadows Road at 12th Street                      |
| Eastbound  | On Santa Barbara Drive at Center Street                     |
| Northbound | On Sharon Avenue at Marion Street                           |
| Northbound | On Sharon Avenue at Woodbury Street                         |
| Southbound | On Sharon Avenue at Woodbury Street                         |
| Eastbound  | On South Street at 12th Avenue                              |
| Eastbound  | On South Street at 18th Avenue                              |
| Westbound  | On South Street at 3rd Avenue                               |
| Eastbound  | On South Street at 3rd Avenue                               |
| Westbound  | On South Street at 6th Street                               |
| Eastbound  | On Southridge Road at 3rd Avenue                            |
| Westbound  | On Southridge Road at 3rd Avenue                            |
| Eastbound  | On Southridge Road at 6th Street                            |
| Westbound  | On Southridge Road at 6th Street                            |
| Eastbound  | On Southridge Road at Governor Road                         |
| Eastbound  | On State Street at 7th Avenue                               |
| Westbound  | On State Street at 7th Avenue                               |
| Westbound  | On State Street at 12th Avenue                              |
| Eastbound  | On State Street at 12th Avenue                              |
|            |                                                             |

|            |                                           |
|------------|-------------------------------------------|
| Westbound  | On State Street at 13th Street            |
| Eastbound  | On State Street at 16th Street            |
| Westbound  | On State Street at 16th Street            |
| Eastbound  | On State Street at 19th Street            |
| Westbound  | On State Street at 19th Street            |
| Eastbound  | On State Street at 3rd Street             |
| Westbound  | On State Street at 3rd Street             |
| Westbound  | On State Street at 9th Street             |
| Eastbound  | On State Street at 9th Street             |
| Eastbound  | On State Street at Center Street          |
| Westbound  | On State Street at Center Street          |
| Northbound | On Streetegmann Boulevard at Anson Street |
| Southbound | On Streetratford Lane at Westwood Drive   |
| Southbound | On Sugar Creek Lane at Southridge         |
| Westbound  | On Summit Street at 13th Street           |
| Eastbound  | On Summit Street at 13th Street           |
| Eastbound  | On Summit Street at 3rd Street            |
| Westbound  | On Sunset Lane at 6th Street              |
| Southbound | On Sunset Lane at Westwood Drive          |
| Eastbound  | On Sunshine Drive at 9th Street           |
| Eastbound  | On Swayze Street at 12th Avenue           |
| Westbound  | On Swayze Street at 3rd Avenue            |
| Eastbound  | On Swayze Street at 4th Avenue            |
| Westbound  | On Swayze Street at 4th Avenue            |
| Westbound  | On Swayze Street at 7th Avenue            |
| Eastbound  | On Swayze Street at 7th Avenue            |
| Westbound  | On Swayze Street at 8th Avenue            |
| Eastbound  | On Swayze Street at 8th Avenue            |
| Northbound | On Taft Street at Summit Street           |
| Westbound  | On Terry Terrace at 6th Street            |
| Westbound  | On Thomas Drive at 3rd Avenue             |
| Eastbound  | On Thomas Drive at 3rd Avenue             |
| Eastbound  | On Thomas Drive at Edgebrook Drive        |
| Westbound  | On Thunderbird Drive at 3rd Avenue        |
| Eastbound  | On Thunderbird Drive at 3rd Avenue        |
| Eastbound  | On Thunderbird Drive at Edgebrook Drive   |
| Northbound | On Timberline Drive at Elmwood Drive      |
| Southbound | On Timberline Drive at Westwood Drive     |



|            |                                                 |
|------------|-------------------------------------------------|
| Westbound  | On Travis Drive at 7th Avenue                   |
| Eastbound  | On Turner Street at 12th Avenue                 |
| Eastbound  | On Union Street at 7th Avenue                   |
| Westbound  | On Union Street at 7th Avenue                   |
| Westbound  | On Union Street at 8th Avenue                   |
| Eastbound  | On Union Street at 8th Avenue                   |
| Southbound | On Valley View Road at Main Street              |
| Northbound | On Valley View Road at Summit Street            |
| Northbound | On Vermillion Lane at Westwood Drive            |
| Southbound | On Village Circle at Iowa Avenue West           |
| Eastbound  | On W. Hibbs Boulevard at 6th Street             |
| Southbound | On Wakefield Drive at Southridge Road           |
| Northbound | On Wakefield Drive at Waukonda Drive            |
| Southbound | On Wakefield Drive at Waukonda Drive            |
| Northbound | On Wakefield Drive at Westwood Drive            |
| Eastbound  | On Walters Circle at Edgebrook Drive            |
| Northbound | On Wardview Road at Santa Barbara Drive         |
| Westbound  | On Washington Street at 12th Street             |
| Eastbound  | On Washington Street at 2nd Street              |
| Westbound  | On Washington Street at 2nd Street              |
| Eastbound  | On Washington Street at 6th Street              |
| Westbound  | On Washington Street at 6th Street              |
| Northbound | On Wauconda Drive at Southridge Road            |
| Southbound | On Wauconda Drive at Southridge Road            |
| Westbound  | On WB Hwy 30 off ramp at 18th Avenue            |
| Westbound  | On WB Hwy 30 off ramp at Center Street          |
| Eastbound  | On Webster Street at 1st Avenue                 |
| Westbound  | On Webster Street at 1st Avenue                 |
| Westbound  | On Webster Street at 1st Street                 |
| Eastbound  | On Webster Street at 1st Street                 |
| Westbound  | On Webster Street at 2nd Avenue                 |
| Eastbound  | On Webster Street at 2nd Avenue                 |
| Westbound  | On Webster Street at 2nd Street                 |
| Eastbound  | On Webster Street at 3rd Avenue                 |
| Eastbound  | On Webster Street at Center Street              |
| Westbound  | On Webster Street at Center Street              |
| Southbound | On West 3rd Avenue ramp at Madison Street       |
| Northbound | On West Center Street ramp at Washington Street |

|            |                                                                             |
|------------|-----------------------------------------------------------------------------|
| Eastbound  | On West Madison Street ramp at 3rd Avenue                                   |
| Eastbound  | On West Washington ramp at Center Street                                    |
| Eastbound  | On Westwood Drive at 6th Street                                             |
| Westbound  | On Westwood Drive at 6th Street                                             |
| Westbound  | On Westwood Drive at Campbell                                               |
| Northbound | On Wilson Circle at Madison Street                                          |
| Westbound  | On Woodbury Street at 10th Avenue                                           |
| Eastbound  | On Woodbury Street at 10th Avenue                                           |
| Westbound  | On Woodbury Street at 11th Avenue                                           |
| Eastbound  | On Woodbury Street at 11th Avenue                                           |
| Westbound  | On Woodbury Street at 12th Avenue                                           |
| Eastbound  | On Woodbury Street at 12th Avenue                                           |
| Westbound  | On Woodbury Street at 3rd Avenue                                            |
| Eastbound  | On Woodbury Street at 4th Avenue                                            |
| Westbound  | On Woodbury Street at 4th Avenue                                            |
| Eastbound  | On Woodbury Street at 7th Avenue                                            |
| Westbound  | On Woodbury Street at 7th Avenue                                            |
| Eastbound  | On Woodbury Street at 8th Avenue                                            |
| Westbound  | On Woodbury Street at 8th Avenue                                            |
| Westbound  | On Woodland Street at 3rd Avenue                                            |
| Eastbound  | On Young Street at 3rd Avenue                                               |
| Westbound  | Intersection of alley from 1st Avenue to 2nd Avenue between Main and Church |
| Eastbound  | Intersection of alley from 1st Street to 2nd Street between Church and Linn |
| Eastbound  | Intersection of alley from 2nd Avenue to 3rd Avenue between Linn to Nevada  |
| Westbound  | Intersection of alley from 2nd Avenue to 3rd Avenue between Linn to Nevada  |
| Eastbound  | Intersection of alley from 2nd Avenue to 3rd Avenue between State to Main   |
| Eastbound  | Intersection of alley from 2nd Street to 3rd Street between State to Main   |
| Westbound  | Intersection of alley from 2nd Street to 3rd Street between State to Main   |
| Eastbound  | Intersection of alley from 3rd Avenue to 4th Avenue between Church and Linn |
| Westbound  | Intersection of alley from 3rd Avenue to 4th Avenue between Church and Linn |
| Eastbound  |                                                                             |

|            |                                                                             |
|------------|-----------------------------------------------------------------------------|
|            | Intersection of alley from 8th Street to 9th Street between Linn and Boone  |
| Westbound  | Intersection of alley from 8th Street to 9th Street between Linn and Boone  |
| Southbound | Intersection of alley from Church to Linn between 1st Street and 2nd Street |
| Northbound | Intersection of alley from Church to Linn between 2nd Avenue to 3rd Avenue  |
| Northbound | Intersection of alley from Church to Linn between 3rd Avenue to 4th Avenue  |
| Southbound | Intersection of alley from Church to Linn between 3rd Avenue to 4th Avenue  |
| Northbound | Intersection of alley from Grant to State between Center and 1st Avenue     |
| Southbound | Intersection of alley from Grant to State between Center and 1st Street     |
| Southbound | Intersection of alley from Linn to Boone between 8th Street and 9th Street  |
| Northbound | Intersection of alley from Linn to Nevada between 2nd Avenue to 3rd Avenue  |
| Southbound | Intersection of alley from Linn to Nevada between 2nd Avenue to 3rd Avenue  |
| Northbound | Intersection of alley from Main to Church between 2nd Avenue to 3rd Avenue  |
| Southbound | Intersection of alley from Main to Church between Center and 1st Street     |
| Northbound | Intersection of alley from State to Main between 2nd Street and 3rd Street  |
| Southbound | Intersection of alley from State to Main between Center and 1st Street      |
| Westbound  | Intersection of alley from State to Main between Center and 1st Street      |

(2013 Code, § 20-38)

(B) *Stop sign placement.* Stop signs at the intersections referred to herein requiring stops to be made by moving traffic shall be placed and maintained by the Street Division at the right-hand curb or curb line facing traffic.

(2013 Code, § 20-39)

## **SCHEDULE V. YIELD INTERSECTIONS.**

(A) *Yield sign locations.* Moving vehicular traffic or automotive traffic on the following designated streets, avenues, roads or drives shall yield before entrance into an intersection from the directions herein designated at the following named intersections:

| <b><i>Direction</i></b> | <b><i>Street/Location</i></b>              |
|-------------------------|--------------------------------------------|
| Northbound              | On 12th Avenue at Boone Street             |
| Southbound              | On 12th Street at Boone Street             |
| Northbound              | On 12th Street at Boone Street             |
| Northbound              | On 14th Avenue at Anson Street             |
| Southbound              | On 14th Avenue at Boone Street             |
| Northbound              | On 21st Street at Summit Street            |
| Northbound              | On 22nd Street at Summit Street            |
| Northbound              | On 5th Street at Jerome Street             |
| Southbound              | On 6th Avenue at Boone Street              |
| Northbound              | On 6th Avenue at Boone Street              |
| Eastbound               | On Boone Street at 8th Avenue              |
| Northbound              | On Harrison Drive (east) at Boone Street   |
| Northbound              | On Harrison Drive (west) at Boone Street   |
| Southbound              | On Riverview-Apgar Lane at Woodland Street |

(2013 Code, § 20-40)

(B) *Yield sign placement.* Yield signs at the intersections referred to herein requiring moving traffic to yield shall be placed and maintained by the Street Division at the right-hand curb or curb line facing traffic.

(2013 Code, § 20-41)

## **SCHEDULE VI. TRAFFIC SIGNAL LOCATIONS.**

(A) *Traffic signal locations.* Moving vehicular traffic or automotive traffic at the following designated intersections of streets, avenues, roads or drives shall obey the visual signal indication before entrance into the intersections herein designated at the following named intersections:

| <b><i>Street/Location</i></b> |
|-------------------------------|
| 3rd Avenue at Main Street     |
| 3rd Avenue at Church Street   |
| 3rd Avenue at Linn Street     |

|                                  |
|----------------------------------|
| 3rd Avenue at Anson Street       |
| 3rd Avenue at Riverside Street   |
| 3rd Avenue at State Street       |
| 6th Street at Olive Street       |
| 13th Street at Main Street       |
| Anson Street at 1st Avenue       |
| Center Street at Anson Street    |
| Center Street at South Street    |
| Center Street at Westwood Drive  |
| Center Street at Southridge Road |
| Center Street at Nicholas Drive  |
| Center Street at Hibbs Boulevard |
| Center Street at Berle Road      |
| Center Street at Iowa Avenue     |
| Center Street at Olive Street    |
| Center Street at Boone Street    |
| Center Street at Linn Street     |
| Center Street at Church Street   |
| Center Street at Meadow Lane     |
| Governor Rd at Olive Street      |
| Nevada Street at 18th Avenue     |

(2013 Code, § 20-42)

(B) *Traffic signal installation.* Traffic control signals at the intersections referred to herein requiring moving traffic to stop shall be placed and maintained by the Public Works Department according to the requirements of the Federal Highway Administration *Manual of Uniform Traffic Control Devices for Streets and Highways*.

(2013 Code, § 20-43)

(C) *Unauthorized signs, signals or markings.*

(1) No person shall place, maintain or display upon or in view of any highway any sign, signal, marking or device which purports to be or is an imitation of or resembles an official parking sign, curb or other marking, traffic control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic control device or any railroad sign or signal, if such sign, signal, marking or device has not been authorized by the state's Department of Transportation or the Council with reference to streets and highways under its jurisdiction. No person shall place or maintain, nor shall any public authority permit upon any highway, any traffic sign or signal bearing thereon any commercial advertising. This shall not be deemed to prohibit the erection upon private property

adjacent to highways of signs giving useful directional information of a type that cannot be mistaken for official signs. All, except that all erected signs, shall conform to §§ 156.550 through 156.552 of this code of ordinances.

(2) Every such prohibited sign, signal or marking is declared to be a public nuisance, and the authority having jurisdiction over the highway is empowered to remove the sign, signal or marking or cause it to be removed without notice.

(2013 Code, § 20-44)

(D) *Interference with devices; unlawful possession.*

(1) Any person who willfully and intentionally, without lawful authority, attempts to or in fact alters, defaces, injures, knocks down or removes an official traffic control device; an authorized warning sign or signal or barricade, whether temporary or permanent; a railroad sign or signal; an inscription, shield or insignia on any of such devices, signs, signals or barricades or any other part thereof shall, upon conviction, be guilty of a misdemeanor.

(2) It shall be unlawful for any person to have in his or her possession any official traffic control device, except because of his or her employment.

(2013 Code, § 20-45)

(E) *Penalty.* Anyone violating the provisions of this schedule shall, upon conviction, be punished by a penalty as provided in § 10.999(A) of this code of ordinances.

(2013 Code, § 20-46)

(Ord. 68, passed 8-14-1950; Ord. 14937, passed 1-26-2015; Ord. 14970, passed 11-27-2017)

***Statutory reference:***

*Similar provisions, see I.C.A. §§ 321.259, 321.260*

**SCHEDULE VII. SCHOOL ZONES.**

(A) *Zones established.* The following school zones are established to include the parts of streets herein set forth:

| <b><i>School</i></b>     | <b><i>Location</i></b>                                                                                                                                                               |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anson Elementary         | On South 3rd Avenue from Ferner Street to May Street; on East South Street from South 5th Avenue to South 2nd Avenue; on East Anson Street from South 5th Avenue to South 2nd Avenue |
| Fisher Elementary School | On South 6th Street from Sunset Lane to Edgeland Drive; on Pleasantview Drive from South 6th Street to Bryngelson Drive; on South 4th Street from                                    |

|                                                               |                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               | Sunset Lane to Edgeland Drive; on Meadow Lane from South 6th Street to South 3rd Street                                                                                                                                                                                                                                                                  |
| Franklin Elementary School                                    | On West Main Street from 400 feet west of South 14th Street to South 12th Street; on 14th Street from Church Street to State Street; on 13th Street from Church Street to State Street                                                                                                                                                                   |
| Hoglan Elementary School                                      | On East Southridge Road from Sugar Creek Lane to 5th Avenue; on South 3rd Avenue from Newcastle Road to Melody Lane                                                                                                                                                                                                                                      |
| Lenihan Intermediate School and St. Henry's Elementary School | On South 4th Street from Edgeland Drive to 400 feet north of Ingledue Street; on West Ingledue Street from 5th Street to 1st Street; on South 2nd Street from Ferner Street to Olive Street; on Crestview Drive from Columbus Drive to Olive Street; on Columbus Drive from 4th Street to 2nd Street; on West Olive Street from 2nd Street to 5th Street |
| Marshalltown High School                                      | On South 2nd Avenue from Ingeldue Street to Koeper Drive; on East Olive Street from Center Street to Edgebrook Drive; on South 3rd Avenue from Ingeldue Street to Koeper Drive                                                                                                                                                                           |
| Miller Middle School                                          | On South 9th Street from Boone Street to Church Street; on South 11th Street from Boone Street to Church Street; on West Church Street from 9th Street to 12th Street; on West Linn Street from 11th Street to 12th Street; on West Boone Street from 9th Street to 12th Street                                                                          |
| Rogers Elementary School                                      | On Summit Street from 6th Street to 3rd Street; on 4th Street from Jerome Street to State Street; on Fremont Street from 3rd Street to 6th Street; on 5th Street from Jerome Street to State Street                                                                                                                                                      |
| St. Mary's Elementary School                                  | On West Linn Street from Center Street to 2nd Street; on South 1st Street from Nevada Street to Church Street; on West Boone Street from Center Street to 2nd Street; on South Center Street from Boone Street to Church Street                                                                                                                          |
| Woodbury Elementary School                                    | On East State Street from 5th Avenue to 8th Avenue; on 7th Avenue from Church Street to Bromley Street; on East Main Street from 5th Avenue to 8th Avenue                                                                                                                                                                                                |

(2013 Code, § 20-46.1)

(B) *Sign material and placement standards.* Movable stop signs shall meet minimum material design standards as outlined in the most current Federal Highway Administration (FHWA) *Manual of Uniform Traffic Control Devices (MUTCD)* and FHWA



Guidelines and Recommendations to Accommodate Older Drivers and Pedestrians. Movable stop signs may be placed within the designated school zone at such locations as approved by written agreement between the respective school system and the city. Movable stop signs shall be placed in the street in accordance with the traffic safety regulations of the state's Department of Transportation, if any, and, if none, they shall be placed in the center of the intersection, crosswalk or as otherwise specifically approved by the City Engineer.

(2013 Code, § 20-46.2)

(C) *Time of placement.*

(1) Movable stop signs can be placed in the street near the respective schools at the approved locations no sooner than one hour before and must be removed within one hour after applicable regularly scheduled school session start times. Movable stop signs can also be placed in the street near the respective schools at the approved locations no sooner than one hour before and must be removed within one hour after applicable regularly scheduled school session dismissal times.

(2) The city must specifically approve any variations to the movable stop sign time of placement standards.

(2013 Code, § 20-46.3)

(D) *Vehicles to stop.* All motor vehicles approaching said movable stop sign locations shall stop before entering said locations when such movable stop signs have been placed in the street at approved locations within the school zones.

(2013 Code, § 20-46.4)

(E) *School zone speed limit.* The maximum speed limit within the school zones is established at 25 mph unless otherwise approved and posted.

(2013 Code, § 20-46.5)

(F) *Obedience.* All motor vehicles moving through the above described school zones shall be governed by, and all drivers thereof shall observe, all traffic control devices or signs as shall be installed for the control or movement of motor vehicle traffic.

(2013 Code, § 20-46.6)

(G) *Speed signs.* Appropriate signs indicating the maximum rate of speed of moving vehicles entering the school zone as herein established shall be erected and maintained by the city to advise the operators of motor vehicles using said streets or highways of the maximum rate of speed, as is herein defined or established, in the school zones in which entrance is being made.

(2013 Code, § 20-46.7)

(H) *Exemptions.* All emergency vehicles including police, fire and ambulance services, when responding to emergency service calls, are exempt from the provisions of this schedule, on the condition that notice of the approach of such vehicles into the school zones is given by the sounding of a loud siren, bell or other loud signaling device.

(2013 Code, § 20-46.8)

(l) *Penalties.* Any driver in violation of observing the traffic control sign provisions of this schedule shall be subject to fines and/or other penalties as outlined in this traffic code and the state's Motor Vehicle and Traffic Code.

(2013 Code, § 20-46.9)

## **SCHEDULE VIII. SPEED LIMITS.**

### **(A) *Speed restrictions.***

(1) Any person driving a motor vehicle on a highway shall drive the vehicle at a careful and prudent speed not greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the highway and of any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him or her to bring the vehicle to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using the highway will observe the law.

(2) The following shall be the lawful speed, and except as modified, any speed in excess thereof shall be unlawful:

- (a) In any business district: 20 mph;
- (b) In any residence or school district: 25 mph;
- (c) For any motor vehicle drawing another vehicle, except as otherwise specified: 40 mph; and
- (d) In any suburban district: 45 mph.

(3) The maximum speed limits on the following designated streets, avenues, roads or drives is hereby established at the rates designated as follows:

| <b><i>On Street</i></b>   | <b><i>From Street</i></b>          | <b><i>To Street</i></b> | <b><i>mph</i></b> |
|---------------------------|------------------------------------|-------------------------|-------------------|
| 12th Avenue/Governor Road | Anson Street                       | Merle Hibbs Boulevard   | 35                |
| 12th Avenue/Governor Road | East Merle Hibbs Boulevard         | Southerly city limits   | 45                |
| 12th Avenue               | Main Street                        | Anson Street            | 30                |
| 12th Street               | 1,500 feet south of Westwood Drive | Prairie Lane            | 45                |
| 12th Street               | Lincoln Way                        | Olive Street            | 35                |
| 12th Street               | Westwood Drive                     | 1,500 feet south        | 35                |
| 18th Avenue               | 500 feet south of E. Anson Street  | Hwy 30                  | 55                |

|                                     |                                |                                   |    |
|-------------------------------------|--------------------------------|-----------------------------------|----|
| 18th Avenue                         | Hwy 30                         | Burns Road                        | 35 |
| 18th Avenue                         | Marion Street                  | 500 feet south of E. Anson Street | 35 |
| 18th Avenue                         | Marion Street                  | Jackson Street                    | 35 |
| 1st Avenue                          | State Street                   | Church Street                     | 20 |
| 1st Street                          | State Street                   | Church Street                     | 20 |
| 2nd Avenue                          | State Street                   | Church Street                     | 20 |
| 2nd Street                          | State Street                   | Church Street                     | 20 |
| 233rd Street                        | Westerly city limits           | Campbell Drive                    | 35 |
| 3rd Avenue                          | 200 feet north of Boone Street | Anson Street                      | 35 |
| 3rd Avenue                          | North city limits              | 200 feet north of Woodland Street | 45 |
| 3rd Avenue                          | 200 feet north of Woodland     | 100 feet north of Bromley Street  | 35 |
| 3rd Street                          | Madison Street                 | 6th Street                        | 35 |
| 6th Street                          | 3rd Street                     | Iowa Avenue West                  | 35 |
| 6th Street, when school flash is on | Meadow Lane                    | Westwood Drive                    | 25 |
| Anson Street                        | 12th Avenue                    | Beer Garden Road                  | 35 |
| Anson Street                        | 3rd Avenue                     | 12th Avenue                       | 30 |
| Anson Street                        | Center Street                  | 3rd Avenue                        | 35 |
| Campbell Drive                      | 233rd Street                   | Olive Street                      | 35 |
| Center Street                       | Nevada Street                  | Nicholas Drive                    | 35 |
| Center Street                       | Iowa Avenue                    | 3,000 feet south of Iowa Avenue   | 50 |
| Center Street                       | Nicholas Drive                 | Iowa Avenue                       | 45 |
| Center Street                       | State Street                   | Church Street                     | 20 |
| Church Street                       | 3rd Street                     | 4th Avenue                        | 20 |
| Church Street                       | 4th Avenue                     | 7th Avenue                        | 30 |
| Church Street                       | 9th Street                     | 3rd Street                        | 30 |
| Governor Road                       | Merle Hibbs Boulevard          | South city limits                 | 35 |
| Highland Acres Road                 | Main Street                    | South city limits                 | 35 |
| Hwy 30                              | West city limits               | East city limits                  | 65 |
| Iowa Avenue E.                      | 12th Street                    | Rose Hill Cemetery                | 50 |
| Iowa Avenue W.                      | Parker Avenue                  | 12th Street                       | 55 |
| Iowa Avenue W.                      | Rose Hill Cemetery             | East city limits                  | 55 |
| Lincoln Way                         | Orchard Drive                  | 12th Street                       | 35 |
| Lincoln Way                         | 12th Street                    | 9th Street                        | 30 |
|                                     |                                |                                   |    |

|                            |                              |                              |    |
|----------------------------|------------------------------|------------------------------|----|
| Lincoln Way                | West city limits             | Orchard Drive                | 45 |
| Linn Street                | 4th Avenue                   | 8th Avenue                   | 30 |
| Lincoln Way/Madison        | 9th Street                   | 6th Street                   | 30 |
| Madison Street             | 6th Street                   | 4th Avenue                   | 30 |
| Main Street                | 12th Avenue                  | 400 feet east of 18th Avenue | 35 |
| Main Street                | 13th Street                  | 3rd Street                   | 30 |
| Main Street                | 20th Street                  | 14th Street                  | 30 |
| Main Street                | 3rd Avenue                   | 8th Avenue                   | 25 |
| Main Street                | 3rd Street                   | 3rd Avenue                   | 20 |
| Main Street                | 400 feet east of 18th Avenue | East city limits             | 55 |
| Main Street                | 5th Avenue                   | 12th Avenue                  | 30 |
| Main Street                | Highland Acres               | 20th Street                  | 45 |
| Marion Street              | N. Center Street             | N 1st Avenue                 | 10 |
| Marion Street              | 3rd Avenue                   | 18th Avenue                  | 30 |
| Nevada Street              | 18th Avenue                  | Quarry Road                  | 35 |
| Nevada Street              | 4th Avenue                   | 12th Avenue                  | 35 |
| Nicholas Drive             | 3rd Street                   | Center Street                | 35 |
| Olive Street               | 18th Avenue                  | East city limits             | 45 |
| Olive Street               | 6th Street                   | Campbell Drive               | 35 |
| Olive Street               | Rainbow Drive                | 18th Avenue                  | 35 |
| Quarry Road                | Nevada Street                | East to city limits          | 35 |
| Riverview Park Road        |                              |                              | 15 |
| Southridge Road            | Edgebrook Drive              | Governor Road                | 35 |
| State Street               | 3rd Street                   | 3rd Avenue                   | 20 |
| Summit Street              | 22nd Street                  | 9th Street                   | 30 |
| Summit Street              | Valley View Road             | 22nd Street                  | 45 |
| West Merle Hibbs Boulevard | South Center Street          | South 6th Street             | 35 |
| Westwood Drive             | 6th Street                   | Campbell Drive               | 35 |
| Westwood Drive             | 6th Street                   | Freiburg Court               | 25 |
| Woodland Street            | 3rd Avenue                   | East to end                  | 15 |

(2013 Code, § 20-78)

(B) *Speed limit signs.* Appropriate signs indicating the maximum rate of speed of moving vehicles within the speed zones above created shall be erected and maintained by the Public Works Department to advise the operators of motor vehicles using said

streets or highways of the maximum rate of speed as is herein defined or established in the districts in which entrance is being made.

(2013 Code, § 20-79)

(Ord. 68, passed 8-14-1950; Ord. 14881, passed 2-14-2011; Ord. 14892, passed 11-28-2011; Ord. 14915, passed 2-25-2013) Penalty, see § 70.999

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Diana Steiner, Finance Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5760  
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## FINANCE DEPARTMENT

February 6, 2020

To: Mayor Joel Greer  
Members of the City Council

From: Diana Steiner, Finance Director

Re: Discussion of FY20 Re-Estimated Budget and FY21 Budget for the Special Revenue Funds

**Policy Issue:** Adoption of FY20 Budget Amendment and FY21 Annual Budget to be approved after the March 23, 2020 budget hearing.

**Recommendation:** This is a review of the proposed budgets related to the Special Revenue Funds.

**Background:** Special Revenue funds include donations restricted for a particular purpose, grants, property tax levies, etc. The attached report excludes special revenue funds that have been provided to you on the January 27 and February 3 Council meetings (Funds 110 Road Use Tax, 112 Employee Benefits, 117 Police/Fire Retirement Fund and 121 Local Option Sales Tax).

Department Directors and the City Administrator developed the budget amounts based on known or projected resources. The first column shows the actual activity for FY19. The second column shows the adopted budget for FY20. The third column is the year-to-date activity through December (6 months of the fiscal year). The fourth column is the proposed budget amendment of the FY20 budget. The fifth column is a proposed FY21 budget. The sixth column shows the dollar increase between columns five and four. The seventh column shows the percent increase between columns five and four.

A projected cash balance report has also been provided to reflect the estimated fund balances at the end of the fiscal years. It also has descriptions of the funds.

**Fund 119 Emergency Fund:** This is the emergency property tax levy of \$ .27 per \$1000 of taxable valuations which can be used when the City needs more than the regular general levy of \$8.10 per \$1000. The money collected in this fund is then transferred to the General Fund 001 for operations.

### City Council

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Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin

Fund 125 Tax Increment Financing (TIF): This is funded by property tax that is certified to the County in November of each year for TIF projects. Expenses include payments for development agreements, transfers for TIF related debt payments, transfers for façade and code upgrades for downtown buildings and other items Council approved. (See separate spreadsheet for detail by Urban Renewal Area).

Fund 126 TIF-LMI: This is funded by property tax that was certified to the County for TIF projects for the Urban Renewal Area #5. Of the amount certified, 41.79% is kept by the City to be used towards the development of Low to Moderate Income (LMI) housing.

Fund 130 City Tort Liability: This shows funds received from insurance companies and an estimate of related repairs.

Fund 132 Grants includes the \$1 million Catalyst Grant, Iowa River Trail, ADA plan, etc.

Fund 140 Park/Recreation Donation Fund includes the donations for the Anson Park Improvements, as well as donations for benches, equipment, etc.

Funds 141-144 are programs we operate and then are reimbursed for.

Funds 145-147 are costs associated with the tornado. The insurance company is reimbursing the City for damage to its property and equipment. The other costs to clean up the community have been submitted to FEMA. FEMA pays 75%, State pays 10%, City's share is 15%. Budget shows FEMA and State funds all being received by the end of FY21, but it could take much longer. These funds do not include the FEMA Category C street project, which is shown in the Capital Fund 381 or the expenses incurred by Compost, WPCP or Storm/Sewer, which are shown in the Enterprise Funds of 618, 742, and 751.

Funds 150-152 are grants that reimburse the Police Department for work performed.

Funds 153-157, 170 are other grants and donations for the Police, Fire, and Library.

Funds 160-161 relate to economic development

Fund 177 Seized Assets from crimes or abandonment. 10% turned over to County and 10% to State. Remainder can be used for equipment purchases, training, etc.

Funds 179-189 relate to various housing grants. The Section 8 housing voucher program has approximately \$1.2 million in federal revenues as shown in Fund 184. The Lead grant started up again in the spring of 2019. For FY21, \$1.5 million in federal revenues has been budgeted in fund 189.

**Attachment:** Cash balances FY20 & FY21  
TIF Funds  
Special Revenues Budget Comparison Report

cc: Jessica Kinser, City Administrator

**City Council**  
Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



PROJECTED CASH BALANCES

| Fund                | Fund Name                                                                                    | ENDING CASH 06/30/19 | REVISED FY 20 NET BUDGET | ESTIMATED 06/30/20 ENDING BALANCE | FY 21 NET BUDGET | FY 21 ESTIMATED ENDING |
|---------------------|----------------------------------------------------------------------------------------------|----------------------|--------------------------|-----------------------------------|------------------|------------------------|
| <a href="#">001</a> | GENERAL FUND                                                                                 | 1,761,714.82         | 102,351.35               | 1,864,066.17                      | (0.46)           | 1,864,065.71           |
| <a href="#">010</a> | CASH FLOW RESERVE FUND                                                                       | 2,295,731.37         | 52,227.00                | 2,347,958.37                      | 105,314.00       | 2,453,272.37           |
| <a href="#">030</a> | CAPITAL RESERVE (CIP-GF; Levy in Fund 300)                                                   | 237,270.57           | (237,270.00)             | 0.57                              | -                | 0.57                   |
| <a href="#">031</a> | CAPITAL RSRV-BLDG MAINT                                                                      | 274,259.88           | (9,455.00)               | 264,804.88                        | (178,300.00)     | 86,504.88              |
| <a href="#">032</a> | CIP LARGE VEHICLE/EQUIPMENT                                                                  | 212,000.00           | 106,000.00               | 318,000.00                        | (318,000.00)     | -                      |
| <a href="#">110</a> | ROAD USE TAX                                                                                 | 6,078,797.75         | (1,064,797.00)           | 5,014,000.75                      | (2,179,495.72)   | 2,834,505.03           |
| <a href="#">112</a> | EMPLOYEE BENEFITS FUND (Levy actual)                                                         | 2,694,901.22         | 86,215.00                | 2,781,116.22                      | 73,870.00        | 2,854,986.22           |
| <a href="#">117</a> | POLICE/FIRE RETIREMENT (Levy actual)                                                         | 510,413.10           | 27,039.00                | 537,452.10                        | (6,196.00)       | 531,256.10             |
| <a href="#">119</a> | EMERGENCY FUND (Levy maximum \$ .27/\$1,000)                                                 | -                    | -                        | -                                 | 6,640.00         | 6,640.00               |
| <a href="#">121</a> | LOCAL OPTION SALES TAX (L.O.S.T.)                                                            | 3,741,656.76         | 438,229.00               | 4,179,885.76                      | (1,571,119.00)   | 2,608,766.76           |
| <a href="#">125</a> | TAX INCREMENT FINANCING (TIF)                                                                | 518,758.81           | (103,735.00)             | 415,023.81                        | (38,862.00)      | 376,161.81             |
| <a href="#">126</a> | TIF-LMI (Low to Moderate Income: Housing)                                                    |                      | 17,552.00                | 17,552.00                         | 10.00            | 17,562.00              |
| <a href="#">130</a> | CITY TORT LIABILITY (Insurance Claims)                                                       | 83,777.25            | -                        | 83,777.25                         | (9,525.00)       | 74,252.25              |
| <a href="#">132</a> | GRANTS-STATE/LOCAL AGENCIES (Includes Catalyst Grant, Iowa River Trail, ADA plan, etc)       | (49,516.79)          | 49,517.00                | 0.21                              | -                | 0.21                   |
| <a href="#">140</a> | PARK & REC DONATION FUND (Incl. Anson Park improvements, benches, trees, etc.)               | 95,747.77            | (10,000.00)              | 85,747.77                         | (4,000.00)       | 81,747.77              |
| <a href="#">141</a> | MTOWN TENNIS ASSOC                                                                           | 1,727.92             | 20.00                    | 1,747.92                          | 20.00            | 1,767.92               |
| <a href="#">142</a> | SOFTBALL ASSOCIATION FUND (City is reimbursed)                                               | 13,729.77            | -                        | 13,729.77                         | 0.13             | 13,729.90              |
| <a href="#">144</a> | LIVE HEALTHY IOWA (Hersey)                                                                   | 3,128.44             | 149.00                   | 3,277.44                          | 148.88           | 3,426.32               |
| <a href="#">145</a> | TORNADO GENERAL (Insurance/FEMA)                                                             | 600,160.23           | (1,058,864.00)           | (458,703.77)                      | 458,704.00       | 0.23                   |
| <a href="#">146</a> | FEMA VALOR (tornado residential repair assistance)                                           | (64,348.56)          | 8,103.00                 | (56,245.56)                       | 56,246.00        | 0.44                   |
| <a href="#">147</a> | FEMA DEMO (tornado related residential demolitions)                                          | (29,608.21)          | (30,392.00)              | (60,000.21)                       | 60,000.00        | (0.21)                 |
| <a href="#">150</a> | COPS FAST GRANTS (School Resource Officer)                                                   | (2,818.95)           | 4,455.00                 | 1,636.05                          | 3,170.90         | 4,806.95               |
| <a href="#">151</a> | DEPT OF JUSTICE GRANTS (Edward Byrne Justice Assistance Grant, Bulletproof Vest Partnership) | (11,019.59)          | -                        | (11,019.59)                       | -                | (11,019.59)            |
| <a href="#">152</a> | POLICE UNDESIGNATED GRANTS (Violence Against Women, Drug Enforcement, etc.)                  | 1,194.10             | 8,615.30                 | 9,809.40                          | 9,650.00         | 19,459.40              |
| <a href="#">153</a> | POLICE DEPT DONATION FUND (Incl. Rotary Vest for the Best, Child Safety Seats, Canine)       | 94,557.84            | (10,591.95)              | 83,965.89                         | (6,750.00)       | 77,215.89              |
| <a href="#">156</a> | FIRE DEPT DONATION FUND                                                                      | 9,053.60             | (3,000.00)               | 6,053.60                          | (3,000.00)       | 3,053.60               |
| <a href="#">157</a> | FIRE DEPT GRANTS                                                                             | 4,723.45             | 60.00                    | 4,783.45                          | 60.00            | 4,843.45               |
| <a href="#">160</a> | ECONOMIC DEVELOPMENT GIFT                                                                    | 51,247.83            | 350.00                   | 51,597.83                         | 350.00           | 51,947.83              |
| <a href="#">161</a> | SURETY DEPOSITS/SUBDIVIDER                                                                   | 10,691.60            | 185.00                   | 10,876.60                         | 185.00           | 11,061.60              |
| <a href="#">170</a> | LIBRARY DONATION FUND (incl RFID)                                                            | 110,317.71           | (11,300.00)              | 99,017.71                         | (36,300.00)      | 62,717.71              |
| <a href="#">177</a> | SEIZED ASSETS (Police Dept. Abandoned Assets)                                                | 42,225.68            | (6,636.46)               | 35,589.22                         | 300.00           | 35,889.22              |
| <a href="#">179</a> | OTHER COMM AND ECON DEVELOPMENT (incl. Neighb                                                | 81,277.34            | (4,585.00)               | 76,692.34                         | -                | 76,692.34              |
| <a href="#">180</a> | HOUSING GRANTS (incl. State Lead Grant, bal to Fund 18                                       | 26,505.26            | 130.00                   | 26,635.26                         | -                | 26,635.26              |
| <a href="#">183</a> | FY 08 EDI (ECON DEV INCENTIVE)- Funds recovered when sell house                              | (13,029.25)          | (640.00)                 | (13,669.25)                       | (640.00)         | (14,309.25)            |
| <a href="#">184</a> | VOUCHERS - 002, 003 (Section 8 Housing Choice)                                               | 126,587.21           | (65,721.00)              | 60,866.21                         | 24,841.91        | 85,708.12              |
| <a href="#">189</a> | #6 HUD LEAD GRANT (Match from Fund 180)                                                      | (12,834.57)          | 8,500.00                 | (4,334.57)                        | (0.13)           | (4,334.70)             |

| Fund                  | Fund Name                                                                                    | ENDING CASH 06/30/19 | REVISED FY 20 NET BUDGET | ESTIMATED 06/30/20 ENDING BALANCE | FY 21 NET BUDGET | FY 21 ESTIMATED ENDING |
|-----------------------|----------------------------------------------------------------------------------------------|----------------------|--------------------------|-----------------------------------|------------------|------------------------|
| <a href="#">200</a>   | GO BONDS DEBT FUND                                                                           | 146,285.51           | (20,028.00)              | 126,257.51                        | 206,673.00       | 332,930.51             |
| <a href="#">300</a>   | CIP COLLECTION FUND (Levy \$ .675/\$1,000)                                                   | 122,311.52           | (3,248.00)               | 119,063.52                        | 8,672.00         | 127,735.52             |
| <a href="#">311</a>   | RISE STREET GRANTS (Edgewood extension)                                                      | -                    | (4,000.00)               | (4,000.00)                        | 4,000.00         | -                      |
| <a href="#">312</a>   | AIRPORT PROJECT FUND                                                                         | (22,135.42)          | 772,135.00               | 749,999.58                        | (750,000.00)     | (0.42)                 |
| <a href="#">320</a>   | SPECIAL ASSESSMENT PROJECTS (Sidewalks)                                                      | (24,083.95)          | 5,000.00                 | (19,083.95)                       | 5,000.00         | (14,083.95)            |
| <a href="#">340</a>   | BIKE PATH PROJECT FUND                                                                       | (78,661.75)          | -                        | (78,661.75)                       | -                | (78,661.75)            |
| <a href="#">341</a>   | TREES FOREVER PROJECT                                                                        | 8,186.72             | -                        | 8,186.72                          | -                | 8,186.72               |
| <a href="#">350</a>   | GO BONDS CAPITAL PROJECTS                                                                    | 8,710.07             | 50.00                    | 8,760.07                          | -                | 8,760.07               |
| <a href="#">354</a>   | POLICE & FIRE STATIONS                                                                       | 2,886,834.75         | (2,886,834.75)           | -                                 | -                | -                      |
| <a href="#">355</a>   | 2015 GO BONDS (Dangerous&Delapidated)                                                        | 533,217.44           | (261,841.00)             | 271,376.44                        | (105,600.00)     | 165,776.44             |
| <a href="#">357</a>   | 2018 CY STREET PROJECTS (3rd St Bridge, Microsurfacing)                                      | -                    | -                        | -                                 | -                | -                      |
| <a href="#">360</a>   | 2019 GO BONDS & PROJECTS (Bridge, Parks, E. Merle Hibbs extension)                           | -                    | 3,488,182.00             | 3,488,182.00                      | (3,405,000.00)   | 83,182.00              |
| <a href="#">361</a>   | LIBRARY BUILDING ADDITION (Budget only, requires public hearing)                             | -                    | -                        | -                                 | -                | -                      |
| <a href="#">362</a>   | 2020 GO BONDS (Budget only, requires public hearing)                                         | -                    | -                        | -                                 | -                | -                      |
| <a href="#">381</a>   | 2019 CY STREET, SIDEWALK, PARKING LOT (also includes FEMA Cat C for tornado damaged streets) | 2,331,666.52         | (1,825,000.00)           | 506,666.52                        | (500,000.00)     | 6,666.52               |
| <a href="#">383</a>   | COLISEUM REMODEL                                                                             | 495,473.00           | 1,013,110.00             | 1,508,583.00                      | (1,508,583.00)   | -                      |
| <a href="#">392</a>   | TIF DISTRICT III CAP PROJECTS                                                                | 7,913.64             | 50.00                    | 7,963.64                          | -                | 7,963.64               |
| <a href="#">393</a>   | TIF DISTRICT IV CAP PROJECTS                                                                 | 107,871.50           | (107,872.00)             | (0.50)                            | -                | (0.50)                 |
| <a href="#">610</a>   | WATER POLLUTION CONTROL                                                                      | (7,795.76)           | 7,796.00                 | 0.24                              | (0.41)           | (0.17)                 |
| <a href="#">611</a>   | WPCP REVENUE                                                                                 | 13,229,747.88        | (245,519.00)             | 12,984,228.88                     | (393,109.00)     | 12,591,119.88          |
| <a href="#">612</a>   | WPCP REVENUE BOND FUND                                                                       | -                    | -                        | -                                 | -                | -                      |
| <a href="#">614</a>   | WPCP CAPITAL IMPROVEMENT RSRV                                                                | 1,037,278.81         | 25,000.00                | 1,062,278.81                      | 25,000.00        | 1,087,278.81           |
| <a href="#">616</a>   | SANITARY SEWER REHAB PROJECT (Manhole project)                                               | -                    | -                        | -                                 | -                | -                      |
| <a href="#">617</a>   | SANITARY SEWER NEW CONSTRUCTN REVENUE                                                        | 104,843.90           | 15,500.00                | 120,343.90                        | 15,500.00        | 135,843.90             |
| <a href="#">618</a>   | TORNADO-WPCP                                                                                 | (2,295.51)           | -                        | (2,295.51)                        | -                | (2,295.51)             |
| <a href="#">690</a>   | TRANSIT OPERATING                                                                            | 37,700.65            | 7,131.00                 | 44,831.65                         | 5,168.08         | 49,999.73              |
| <a href="#">740</a>   | STORM SEWER UTILITY                                                                          | 2,541,393.49         | (667,760.00)             | 1,873,633.49                      | 528,975.31       | 2,402,608.80           |
| <a href="#">741</a>   | 2016 GO STORM WATER PROJ                                                                     | 1,132,463.68         | (1,132,464.00)           | (0.32)                            | -                | (0.32)                 |
| <a href="#">742</a>   | TORNADO-STORM/SEWER                                                                          | (4,140.06)           | -                        | (4,140.06)                        | -                | (4,140.06)             |
| <a href="#">750</a>   | COMPOSTING FACILITY                                                                          | 184,889.99           | (13,452.00)              | 171,437.99                        | (2,069.63)       | 169,368.36             |
| <a href="#">751</a>   | TORNADO-COMPOST                                                                              | (463,058.08)         | (153,380.00)             | (616,438.08)                      | 616,439.00       | 0.92                   |
| <a href="#">760</a>   | P&R CONCESSIONS ENTERPRISE                                                                   | (14,588.69)          | 724.00                   | (13,864.69)                       | 705.83           | (13,158.86)            |
|                       | WATER WORKS                                                                                  | -                    | -                        | -                                 | -                | -                      |
|                       |                                                                                              |                      |                          |                                   |                  | -                      |
| <a href="#">TOTAL</a> |                                                                                              | 43,799,011.21        | (3,694,010.51)           | 40,105,000.70                     | (8,800,906.31)   | 31,304,094.39          |

Urban Renewal Cash Balances  
For Fiscal Year Ending 6/30/2019-2021

|                                             | TIF #2<br>East Side<br>32301 | TIF #3<br>Southside<br>32201 | TIF #4<br>Uptown<br>32401 | TIF #5<br>Eagle View<br>TIF18002 | FUND 125<br>TOTAL | FUND 126<br>LMI<br>41.79% |
|---------------------------------------------|------------------------------|------------------------------|---------------------------|----------------------------------|-------------------|---------------------------|
| Ending Cash Balance 6/30/2019               | 49,826.32                    | 28,672.64                    | 425,708.27                | 14,551.58                        | 518,758.81        | -                         |
| Add Revenues:                               |                              |                              |                           | (42,000 - LMI)                   |                   |                           |
| Property taxes per County                   | 172,000.00                   | 155,328.00                   | 284,520.00                | 24,448.00                        | 636,296.00        | 17,552.00                 |
| Reverse transfer from 393 (not needed)      |                              |                              | 6,875.00                  |                                  | 6,875.00          |                           |
| Transfer from Tornado fund 145 for Coliseum |                              |                              |                           |                                  |                   |                           |
| Insurance proceeds for design fees          |                              |                              | 140,000.00                |                                  | 140,000.00        |                           |
| Interest                                    | 600.00                       | 500.00                       | 3,900.00                  |                                  | 5,000.00          |                           |
|                                             | 172,600.00                   | 155,828.00                   | 435,295.00                | 24,448.00                        | 788,171.00        | 17,552.00                 |
| Subtract Expenses:                          |                              |                              |                           |                                  |                   |                           |
| 2011B Bonds                                 |                              |                              | 79,244.00                 |                                  | 79,244.00         |                           |
| 2012A Bonds                                 |                              | 33,386.00                    | 175,276.00                |                                  | 208,662.00        |                           |
| 2015 Bonds                                  | 77,964.00                    |                              |                           |                                  | 77,964.00         |                           |
| Hawkeye Hotels                              | -                            | 56,202.18                    |                           |                                  | 56,202.18         |                           |
| Menards                                     | 78,648.66                    |                              |                           |                                  | 78,648.66         |                           |
| Theisens                                    |                              | 45,938.03                    |                           |                                  | 45,938.03         |                           |
| Plumb Supply                                |                              | 6,375.00                     |                           |                                  | 6,375.00          |                           |
| Teamwork-1 for Bobcat Academy               |                              | 13,281.21                    |                           |                                  | 13,281.21         |                           |
| MCBD Main Street                            |                              |                              | 30,000.00                 |                                  | 30,000.00         |                           |
| Red Earth Real Estate Holdings              |                              |                              |                           | -                                | -                 |                           |
| Simmering-Cory & Iowa Codification          |                              | 1,475.00                     |                           |                                  | 1,475.00          |                           |
| Chamber \$50:\$250K                         |                              | 50,000.00                    |                           |                                  | 50,000.00         |                           |
| Shane Ecklor Demo                           |                              |                              | 7,050.00                  |                                  | 7,050.00          |                           |
| Garrett Goodman Demo                        |                              |                              | 12,166.00                 |                                  | 12,166.00         |                           |
| Façade 17 N. 1st St.                        |                              |                              | 8,500.00                  |                                  | 8,500.00          |                           |
| Façade 19-21 S. 2nd St.                     |                              |                              | 10,728.00                 |                                  | 10,728.00         |                           |
| 128 E. Main façade                          |                              |                              | 1,821.16                  |                                  | 1,821.16          |                           |
| 10 E. Main Street 2nd floor code upgrade    |                              |                              | 7,930.50                  |                                  | 7,930.50          |                           |
| 116 W. Main Street (E. wall)                |                              |                              | 12,500.00                 |                                  | 12,500.00         |                           |
| 30 E. Main (Façade & Code)                  |                              |                              | 20,784.98                 |                                  | 20,784.98         |                           |
| Façade & Code grants unassigned             |                              |                              | 22,635.55                 |                                  | 22,635.55         |                           |
| Transfer to Coliseum Remodel fund 383       |                              |                              | 140,000.00                |                                  | 140,000.00        |                           |
| Correct Dorsey bill pd in FY18              | (7,177.50)                   | 7,177.50                     |                           |                                  | -                 |                           |
|                                             | 149,435.16                   | 213,834.92                   | 528,636.19                | -                                | 891,906.27        | -                         |
| Ending Cash Balance 6/30/2020               | 72,991.16                    | (29,334.28)                  | 332,367.08                | 38,999.58                        | 415,023.54        | 17,552.00                 |
| Add revenues:                               |                              |                              |                           | (42,000 - LMI)                   |                   |                           |
| Property taxes need to update               | 168,984.00                   | 228,199.00                   | 253,179.00                | -                                | 650,362.00        |                           |
| Interest                                    | 50.00                        | 10.00                        | 100.00                    |                                  | 160.00            | 10.00                     |
|                                             | 169,034.00                   | 228,209.00                   | 253,279.00                | -                                | 650,522.00        | 10.00                     |
| Subtract Expenses:                          |                              |                              |                           |                                  |                   |                           |
| 2011B Bonds                                 |                              |                              | 80,107.00                 |                                  | 80,107.00         |                           |
| 2012A Bonds                                 |                              | 32,966.00                    | 173,072.00                |                                  | 206,038.00        |                           |
| 2015 Bonds                                  | 86,454.00                    |                              |                           |                                  | 86,454.00         |                           |
| MCBD Main Street use cash on hand           |                              |                              | 32,000.00                 |                                  | 32,000.00         |                           |
| Additional façade & code upgrade            |                              |                              | 40,000.00                 |                                  | 40,000.00         |                           |
| Chamber \$50:\$250K                         |                              | 50,000.00                    |                           |                                  | 50,000.00         |                           |
| Plumb Supply                                |                              | 6,375.00                     |                           |                                  | 6,375.00          |                           |
| Marshallgaam:Holiday Inn                    | -                            | 93,000.00                    |                           |                                  | 93,000.00         |                           |
| Menards                                     | 79,845.00                    |                              |                           |                                  | 79,845.00         |                           |
| Teamwork-1 for Bobcat Academy               |                              | 15,565.00                    |                           |                                  | 15,565.00         |                           |
|                                             | 166,299.00                   | 197,906.00                   | 325,179.00                | -                                | 689,384.00        | -                         |
| Ending Cash Balance 6/30/2021               | 75,726.16                    | 968.72                       | 260,467.08                | 38,999.58                        | 376,161.54        | 17,562.00                 |



City of Marshalltown, IA

# Budget Comparison Report

## Account Summary

|                                     |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %        |
|-------------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|----------|
| Account Number                      |                            |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| Fund: 119 - EMERGENCY FUND          |                            |                             |                           |                                          |                                |                                     |                                  |          |
| Revenue                             |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">119.6021.4010.000</a>   | PROPERTY TAXES-CURRENT     | 186,224.82                  | 210,117.00                | 106,036.57                               | 210,117.00                     | 214,980.00                          | 4,863.00                         | 2.31%    |
| <a href="#">119.6021.4011.000</a>   | DELIQUENT PROPERTY TAXES   | 19.10                       | 0.00                      | 10.13                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4110.000</a>   | UTILITY EXCISE TAX         | 22,744.21                   | 26,976.00                 | 14,456.44                                | 26,976.00                      | 29,268.00                           | 2,292.00                         | 8.50%    |
| <a href="#">119.6021.4150.000</a>   | CURRENT MOBILE HOME TAXES  | 221.93                      | 0.00                      | 139.88                                   | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4151.000</a>   | DELIQ MOBILE HOME TAXES    | 19.35                       | 0.00                      | 11.57                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4332.000</a>   | AGED INCOME CREDIT         | 253.75                      | 0.00                      | 242.67                                   | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4333.000</a>   | DISABLED HOMESTEAD CREDIT  | 435.80                      | 0.00                      | 252.73                                   | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4335.000</a>   | HOMESTEAD CREDIT           | 7,591.66                    | 0.00                      | 3,785.51                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4336.000</a>   | MILITARY CREDIT            | 103.69                      | 0.00                      | 98.96                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4337.000</a>   | MOBILE HOME CREDIT         | 2.39                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4338.000</a>   | BUSINESS PROP TAX CREDIT   | 7,132.40                    | 0.00                      | 3,596.57                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">119.6021.4339.000</a>   | SF295 BACKFILL             | 7,132.86                    | 7,590.00                  | 3,501.26                                 | 7,590.00                       | 6,640.00                            | -950.00                          | -12.52%  |
| Total Revenue:                      |                            | 231,881.96                  | 244,683.00                | 132,132.29                               | 244,683.00                     | 250,888.00                          | 6,205.00                         | 2.54%    |
| Expense                             |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">119.9000.7500.001</a>   | TR TO GENERAL              | 231,881.96                  | 244,683.00                | 132,132.29                               | 244,683.00                     | 244,248.00                          | -435.00                          | -0.18%   |
| Total Expense:                      |                            | 231,881.96                  | 244,683.00                | 132,132.29                               | 244,683.00                     | 244,248.00                          | -435.00                          | -0.18%   |
| Total Fund: 119 - EMERGENCY FUND:   |                            | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 6,640.00                            | 6,640.00                         | 0.00%    |
| Fund: 125 - TAX INCREMENT FINANCING |                            |                             |                           |                                          |                                |                                     |                                  |          |
| Revenue                             |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">125.6021.4091.000</a>   | PROP TAXES, TIF REG        | 778,291.65                  | 636,296.00                | 317,538.29                               | 636,296.00                     | 650,362.00                          | 14,066.00                        | 2.21%    |
| <a href="#">125.6021.4092.000</a>   | PROP TAXES,TIF AGLAND      | 22,398.23                   | 0.00                      | 34,969.30                                | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4093.000</a>   | PROP TAXES, TIF DELINQUENT | 0.00                        | 0.00                      | 18.98                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4331.000</a>   | AG LAND CREDIT             | 45.45                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4332.000</a>   | AGED INCOME CREDIT         | 15.28                       | 0.00                      | 1,020.21                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4333.000</a>   | DISABLED HOMESTEAD CREDIT  | 110.40                      | 0.00                      | 103.51                                   | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4335.000</a>   | HOMESTEAD CREDIT           | 11,292.81                   | 0.00                      | 3,715.67                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4338.000</a>   | BUSINESS PROP TAX CREDIT   | 76,596.94                   | 0.00                      | 24,692.92                                | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">125.6021.4610.000</a>   | INTEREST ON INVESTMENTS    | 16,585.75                   | 5,000.00                  | 3,338.75                                 | 5,000.00                       | 160.00                              | -4,840.00                        | -96.80%  |
| <a href="#">125.9000.6500.145</a>   | TRANSFER IN - TOR FUND     | 0.00                        | 0.00                      | 140,000.00                               | 140,000.00                     | 0.00                                | -140,000.00                      | -100.00% |

# Budget Comparison Report

| Account Number                                    |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |                |
|---------------------------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------------|
|                                                   |                             |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %              |
| <a href="#">125.9000.6500.393</a>                 | TRANSFER FROM 393           | 0.00                        | 0.00                      | 0.00                                     | 6,875.00                                        | 0.00                                | -6,875.00                        | -100.00%       |
|                                                   | <b>Total Revenue:</b>       | <b>905,336.51</b>           | <b>641,296.00</b>         | <b>525,397.63</b>                        | <b>788,171.00</b>                               | <b>650,522.00</b>                   | <b>-137,649.00</b>               | <b>-17.46%</b> |
| <b>Expense</b>                                    |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">125.5020.5230.000</a>                 | CONSULTING & PROF FEES      | 4,095.00                    | 0.00                      | 1,475.00                                 | 1,475.00                                        | 0.00                                | -1,475.00                        | -100.00%       |
| <a href="#">125.5020.5233.000</a>                 | ENGINEERING FEES            | 460.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">125.5020.5331.000</a>                 | PAYMENTS-OTHER ENTITIES     | 311,148.42                  | 275,584.00                | 107,722.55                               | 230,445.00                                      | 276,785.00                          | 46,340.00                        | 20.11%         |
| <a href="#">125.9000.7500.001</a>                 | TR TO GENERAL               | 61,883.75                   | 30,000.00                 | 14,000.73                                | 154,116.00                                      | 40,000.00                           | -114,116.00                      | -74.05%        |
| <a href="#">125.9000.7500.200</a>                 | TR TO GO DEBT SRV           | 363,219.00                  | 365,870.00                | 0.00                                     | 365,870.00                                      | 372,599.00                          | 6,729.00                         | 1.84%          |
| <a href="#">125.9000.7500.383</a>                 | TRANSFER OUT - COLISEUM REM | 0.00                        | 0.00                      | 0.00                                     | 140,000.00                                      | 0.00                                | -140,000.00                      | -100.00%       |
| <a href="#">125.9000.7500.393</a>                 | TR TO TIF DISTRICT IV       | 146,510.31                  | 120,666.00                | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
|                                                   | <b>Total Expense:</b>       | <b>887,316.48</b>           | <b>792,120.00</b>         | <b>123,198.28</b>                        | <b>891,906.00</b>                               | <b>689,384.00</b>                   | <b>-202,522.00</b>               | <b>-22.71%</b> |
| <b>Total Fund: 125 - TAX INCREMENT FINANCING:</b> |                             | <b>18,020.03</b>            | <b>-150,824.00</b>        | <b>402,199.35</b>                        | <b>-103,735.00</b>                              | <b>-38,862.00</b>                   | <b>64,873.00</b>                 | <b>-62.54%</b> |
| <b>Fund: 126 - TIF-LMI</b>                        |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <b>Revenue</b>                                    |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">126.6021.4091.000</a>                 | PROP TAXES, TIF REG         | 0.00                        | 17,552.00                 | 0.00                                     | 17,552.00                                       | 0.00                                | -17,552.00                       | -100.00%       |
| <a href="#">126.6021.4610.000</a>                 | INTEREST ON INVESTMENTS     | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 10.00                               | 10.00                            | 0.00%          |
|                                                   | <b>Total Revenue:</b>       | <b>0.00</b>                 | <b>17,552.00</b>          | <b>0.00</b>                              | <b>17,552.00</b>                                | <b>10.00</b>                        | <b>-17,542.00</b>                | <b>-99.94%</b> |
| <b>Total Fund: 126 - TIF-LMI:</b>                 |                             | <b>0.00</b>                 | <b>17,552.00</b>          | <b>0.00</b>                              | <b>17,552.00</b>                                | <b>10.00</b>                        | <b>-17,542.00</b>                | <b>-99.94%</b> |
| <b>Fund: 130 - CITY TORT LIABILITY</b>            |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <b>Revenue</b>                                    |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">130.1010.4875.000</a>                 | RFNDS/REIMB: POLICE         | 10,685.98                   | 0.00                      | 10,168.18                                | 19,530.00                                       | 30,000.00                           | 10,470.00                        | 53.61%         |
| <a href="#">130.1050.4875.000</a>                 | REFND/REIMB: FIRE           | 0.00                        | 0.00                      | 5,579.06                                 | 7,600.00                                        | 0.00                                | -7,600.00                        | -100.00%       |
| <a href="#">130.1075.4875.000</a>                 | RFNDS/REIMB                 | 0.00                        | 0.00                      | 1,818.01                                 | 2,000.00                                        | 0.00                                | -2,000.00                        | -100.00%       |
| <a href="#">130.2010.4616.000</a>                 | INT CHRGD - ACCTS REC       | 0.00                        | 0.00                      | 5.91                                     | 10.00                                           | 0.00                                | -10.00                           | -100.00%       |
| <a href="#">130.2010.4875.000</a>                 | RFNDS/REIMB: STREETS        | 1,832.34                    | 0.00                      | 786.24                                   | 900.00                                          | 0.00                                | -900.00                          | -100.00%       |
| <a href="#">130.2080.4875.000</a>                 | RFNDS/REIMB                 | 29,114.64                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">130.6021.4610.000</a>                 | INTEREST ON INVESTMENTS     | 1,993.56                    | 1,000.00                  | 519.66                                   | 1,000.00                                        | 1,000.00                            | 0.00                             | 0.00%          |
| <a href="#">130.6900.4875.000</a>                 | RFNDS/REIMB: GEN GVT        | 89.75                       | 0.00                      | 81.21                                    | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">130.6900.4875.990</a>                 | RFNDS/REIMB: INTRGVMTNL     | 0.00                        | 0.00                      | 0.00                                     | 100.00                                          | 0.00                                | -100.00                          | -100.00%       |
|                                                   | <b>Total Revenue:</b>       | <b>43,716.27</b>            | <b>1,000.00</b>           | <b>18,958.27</b>                         | <b>31,140.00</b>                                | <b>31,000.00</b>                    | <b>-140.00</b>                   | <b>-0.45%</b>  |
| <b>Expense</b>                                    |                             |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">130.1010.5260.000</a>                 | DAMAGES/TORT LIAB CLAIMS    | 7,679.98                    | 5,000.00                  | 0.00                                     | 5,000.00                                        | 30,000.00                           | 25,000.00                        | 500.00%        |
| <a href="#">130.1010.5410.000</a>                 | REPAIRS & MAINTENANCE       | 5,538.45                    | 0.00                      | 5,512.00                                 | 8,400.00                                        | 0.00                                | -8,400.00                        | -100.00%       |
| <a href="#">130.1010.5565.000</a>                 | VEHICLE OPER/MAINT SPPLY    | 0.00                        | 0.00                      | 6,120.07                                 | 8,400.00                                        | 0.00                                | -8,400.00                        | -100.00%       |
| <a href="#">130.1050.5132.000</a>                 | CLOTHING EXPENSE            | 0.00                        | 0.00                      | 5,579.06                                 | 5,580.00                                        | 0.00                                | -5,580.00                        | -100.00%       |
| <a href="#">130.1050.5410.000</a>                 | REPAIRS & MAINTENANCE       | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">130.1050.5565.000</a>                 | VEHICLE OPER/MAINT SPPLY    | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |

## Budget Comparison Report

|                                                |                          |                |              |              | Comparison 1      | Comparison 1     |             |          |
|------------------------------------------------|--------------------------|----------------|--------------|--------------|-------------------|------------------|-------------|----------|
|                                                |                          |                |              |              | Budget            | to Parent Budget |             |          |
|                                                |                          |                |              |              | Parent Budget     |                  |             |          |
|                                                |                          |                |              |              | 2019-2020         | 2020-2021        | Increase /  | %        |
|                                                |                          |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease)  |          |
|                                                |                          |                |              |              |                   | Request          |             |          |
| Account Number                                 |                          | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |             |          |
|                                                |                          | Total Activity | Total Budget | YTD Activity |                   |                  |             |          |
|                                                |                          |                |              | Through Dec  |                   |                  |             |          |
| <a href="#">130.1075.5410.000</a>              | REPAIRS & MAINTENANCE    | 0.00           | 0.00         | 416.00       | 1,100.00          | 0.00             | -1,100.00   | -100.00% |
| <a href="#">130.1075.5565.000</a>              | VEHICLE OPER/MAINT SPPLY | 0.00           | 0.00         | 1,402.01     | 2,000.00          | 0.00             | -2,000.00   | -100.00% |
| <a href="#">130.2010.5260.000</a>              | DAMAGES/TORT LIAB CLAIMS | 7,854.21       | 0.00         | 0.00         | 0.00              | 10,000.00        | 10,000.00   | 0.00%    |
| <a href="#">130.4030.5260.000</a>              | DAMAGES/TORT LIAB CLAIMS | 5,100.47       | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">130.4030.5290.000</a>              | INSURANCE-GENERAL        | 0.00           | 0.00         | 500.00       | 500.00            | 525.00           | 25.00       | 5.00%    |
| <a href="#">130.4030.5410.000</a>              | REPAIRS & MAINTENANCE    | 0.00           | 0.00         | 160.05       | 160.00            | 0.00             | -160.00     | -100.00% |
| <a href="#">130.4045.5260.000</a>              | DAMAGES/TORT LIAB CLAIMS | 0.00           | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">130.6900.5260.000</a>              | DAMAGES/TORT LIAB CLAIMS | 5,411.51       | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">130.9000.7500.383</a>              | TR TO COLISEUM REMODEL   | 0.00           | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| Total Expense:                                 |                          | 31,584.62      | 5,000.00     | 19,689.19    | 31,140.00         | 40,525.00        | 9,385.00    | 30.14%   |
| Total Fund: 130 - CITY TORT LIABILITY:         |                          | 12,131.65      | -4,000.00    | -730.92      | 0.00              | -9,525.00        | -9,525.00   | 0.00%    |
| Fund: 132 - GRANTS-STATE/LOCAL AGENCIES        |                          |                |              |              |                   |                  |             |          |
| Revenue                                        |                          |                |              |              |                   |                  |             |          |
| <a href="#">132.5010.4310.000</a>              | FED OPER GRANT           | 25,000.00      | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">132.5010.4350.000</a>              | LOCAL/COUNTY GRANTS      | 150,000.00     | 50,000.00    | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">132.5020.4330.000</a>              | STATE OPER GRANT         | 0.00           | 0.00         | 0.00         | 685,000.00        | 315,000.00       | -370,000.00 | -54.01%  |
| <a href="#">132.5040.4875.000</a>              | RFNDS/REIMB              | 0.00           | 0.00         | 0.00         | 49,517.00         | 0.00             | -49,517.00  | -100.00% |
| <a href="#">132.6021.4610.000</a>              | INTEREST ON INVESTMENTS  | 803.34         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">132.9000.6500.121</a>              | TR FROM LOCAL OPTION     | 16,813.50      | 0.00         | 0.00         | 165,512.00        | 0.00             | -165,512.00 | -100.00% |
| Total Revenue:                                 |                          | 192,616.84     | 50,000.00    | 0.00         | 900,029.00        | 315,000.00       | -585,029.00 | -65.00%  |
| Expense                                        |                          |                |              |              |                   |                  |             |          |
| <a href="#">132.4030.5233.000</a>              | ENGINEERING FEES         | 0.00           | 0.00         | 0.00         | 165,512.00        | 0.00             | -165,512.00 | -100.00% |
| <a href="#">132.5010.5230.000</a>              | CONSULTING & PROF FEES   | 32,392.50      | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">132.5020.5230.000</a>              | CONSULTING & PROF FEES   | 196,000.00     | 0.00         | 4,000.00     | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">132.5020.5331.000</a>              | PAYMENTS-OTHER ENTITIES  | 0.00           | 0.00         | 0.00         | 685,000.00        | 315,000.00       | -370,000.00 | -54.01%  |
| <a href="#">132.5040.5230.000</a>              | CONSULTING & PROF FEES   | 8,480.00       | 0.00         | 81,520.01    | 0.00              | 0.00             | 0.00        | 0.00%    |
| Total Expense:                                 |                          | 236,872.50     | 0.00         | 85,520.01    | 850,512.00        | 315,000.00       | -535,512.00 | -62.96%  |
| Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES: |                          | -44,255.66     | 50,000.00    | -85,520.01   | 49,517.00         | 0.00             | -49,517.00  | -100.00% |
| Fund: 140 - PARK & REC DONATION FUND           |                          |                |              |              |                   |                  |             |          |
| Revenue                                        |                          |                |              |              |                   |                  |             |          |
| <a href="#">140.4030.4820.000</a>              | PARK & REC CONTRIBS      | 36,888.93      | 4,900.00     | 10,357.58    | 43,000.00         | 50,000.00        | 7,000.00    | 16.28%   |
| <a href="#">140.4030.4875.000</a>              | RFNDS/REIMB: P&R         | 34.33          | 0.00         | 5,100.00     | 5,100.00          | 0.00             | -5,100.00   | -100.00% |
| <a href="#">140.6021.4610.000</a>              | INTEREST ON INVESTMENTS  | 2,004.50       | 900.00       | 591.58       | 900.00            | 900.00           | 0.00        | 0.00%    |
| Total Revenue:                                 |                          | 38,927.76      | 5,800.00     | 16,049.16    | 49,000.00         | 50,900.00        | 1,900.00    | 3.88%    |
| Expense                                        |                          |                |              |              |                   |                  |             |          |
| <a href="#">140.4030.5342.000</a>              | CONTRACT-OUTSIDE HELP    | 947.00         | 0.00         | 647.00       | 0.00              | 50,000.00        | 50,000.00   | 0.00%    |
| <a href="#">140.4030.5343.000</a>              | CONTRACT-PROMOTIONS/PGM  | 0.00           | 0.00         | 0.00         | 43,000.00         | 0.00             | -43,000.00  | -100.00% |

## Budget Comparison Report

|                                                        |                           |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %              |
|--------------------------------------------------------|---------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------------|
|                                                        |                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                |
| <b>Account Number</b>                                  |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">140.4030.5410.000</a>                      | REPAIRS & MAINTENANCE     | 702.34                      | 0.00                      | 111.00                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">140.4030.5450.000</a>                      | TELEPHONE/OTHR COMMNCTN   | 730.80                      | 0.00                      | 515.91                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">140.4030.5600.000</a>                      | OPERATING SUPPLIES        | 532.79                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">140.4030.5609.000</a>                      | AGRICULTURAL SUPPLIES     | 921.83                      | 2,000.00                  | 0.00                                     | 2,000.00                                        | 2,000.00                            | 0.00                             | 0.00%          |
| <a href="#">140.4030.5611.000</a>                      | BLDG,GRD OPER/MAINT SPLY  | 1,644.22                    | 2,000.00                  | 517.22                                   | 2,000.00                                        | 2,000.00                            | 0.00                             | 0.00%          |
| <a href="#">140.4030.5718.000</a>                      | MINOR EQUIP, UNCLASSIFIED | 5,410.69                    | 900.00                    | 11,431.75                                | 12,000.00                                       | 900.00                              | -11,100.00                       | -92.50%        |
| <a href="#">140.4030.5980.000</a>                      | REFUNDS/REIMB             | 15.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <b>Total Expense:</b>                                  |                           | <b>10,904.67</b>            | <b>4,900.00</b>           | <b>13,222.88</b>                         | <b>59,000.00</b>                                | <b>54,900.00</b>                    | <b>-4,100.00</b>                 | <b>-6.95%</b>  |
| <b>Total Fund: 140 - PARK &amp; REC DONATION FUND:</b> |                           | <b>28,023.09</b>            | <b>900.00</b>             | <b>2,826.28</b>                          | <b>-10,000.00</b>                               | <b>-4,000.00</b>                    | <b>6,000.00</b>                  | <b>-60.00%</b> |
| <b>Fund: 141 - MTOWN TENNIS ASSOC</b>                  |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <b>Revenue</b>                                         |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">141.4040.4820.000</a>                      | MTA LEAGUE MEMBERSHIPS    | -0.06                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">141.6021.4610.000</a>                      | INTEREST ON INVESTMENTS   | 42.07                       | 20.00                     | 10.82                                    | 20.00                                           | 20.00                               | 0.00                             | 0.00%          |
| <b>Total Revenue:</b>                                  |                           | <b>42.01</b>                | <b>20.00</b>              | <b>10.82</b>                             | <b>20.00</b>                                    | <b>20.00</b>                        | <b>0.00</b>                      | <b>0.00%</b>   |
| <b>Total Fund: 141 - MTOWN TENNIS ASSOC:</b>           |                           | <b>42.01</b>                | <b>20.00</b>              | <b>10.82</b>                             | <b>20.00</b>                                    | <b>20.00</b>                        | <b>0.00</b>                      | <b>0.00%</b>   |
| <b>Fund: 142 - SOFTBALL ASSOCIATION FUND</b>           |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <b>Revenue</b>                                         |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">142.4030.4820.000</a>                      | PARK & REC CONTRIBS       | 225.00                      | 29,320.00                 | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.4875.000</a>                      | RFNDS/REIMB: P&R          | 33,005.41                   | 0.00                      | 15,225.00                                | 39,832.00                                       | 30,790.00                           | -9,042.00                        | -22.70%        |
| <a href="#">142.6021.4610.000</a>                      | INTEREST ON INVESTMENTS   | 66.74                       | 12.00                     | 18.58                                    | 50.00                                           | 50.00                               | 0.00                             | 0.00%          |
| <b>Total Revenue:</b>                                  |                           | <b>33,297.15</b>            | <b>29,332.00</b>          | <b>15,243.58</b>                         | <b>39,882.00</b>                                | <b>30,840.00</b>                    | <b>-9,042.00</b>                 | <b>-22.67%</b> |
| <b>Expense</b>                                         |                           |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">142.4030.5010.010</a>                      | REGULAR-NON UNION         | 81.32                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5010.090</a>                      | REGULAR-P&R UNION         | 529.46                      | 0.00                      | 377.57                                   | 0.00                                            | 1,101.47                            | 1,101.47                         | 0.00%          |
| <a href="#">142.4030.5030.070</a>                      | PART-TIME TEMPORARY       | 8,541.08                    | 14,500.00                 | 6,520.64                                 | 14,500.00                                       | 14,500.00                           | 0.00                             | 0.00%          |
| <a href="#">142.4030.5101.010</a>                      | SOCIAL SECURITY-NON UNION | 4.90                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5101.070</a>                      | SOCIAL SECURITY-PT TEMP   | 529.54                      | 899.00                    | 404.28                                   | 899.00                                          | 899.00                              | 0.00                             | 0.00%          |
| <a href="#">142.4030.5101.090</a>                      | SOCIAL SECURITY-P&R UNION | 30.59                       | 0.00                      | 21.69                                    | 0.00                                            | 68.29                               | 68.29                            | 0.00%          |
| <a href="#">142.4030.5102.010</a>                      | MEDICARE-NON UNION        | 1.14                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5102.070</a>                      | MEDICARE-TEMPORARY        | 123.88                      | 210.00                    | 94.55                                    | 210.00                                          | 210.25                              | 0.25                             | 0.12%          |
| <a href="#">142.4030.5102.090</a>                      | MEDICARE-P&R UNION        | 7.15                        | 0.00                      | 5.08                                     | 0.00                                            | 15.97                               | 15.97                            | 0.00%          |
| <a href="#">142.4030.5111.010</a>                      | IPERS-NON UNION           | 7.68                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5111.090</a>                      | IPERS-P&R UNION           | 49.99                       | 0.00                      | 35.65                                    | 0.00                                            | 103.98                              | 103.98                           | 0.00%          |
| <a href="#">142.4030.5121.010</a>                      | GRP INSUR-NON UNION       | 5.86                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5121.090</a>                      | GRP INSUR-P&R UNION       | 123.13                      | 0.00                      | 90.07                                    | 0.00                                            | 189.28                              | 189.28                           | 0.00%          |
| <a href="#">142.4030.5123.010</a>                      | WORKCOMP-NON UNION        | 1.26                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">142.4030.5123.070</a>                      | WORKCOMP-TEMPORARY        | 133.13                      | 373.00                    | 71.81                                    | 373.00                                          | 373.27                              | 0.27                             | 0.07%          |
| <a href="#">142.4030.5123.090</a>                      | WORKCOMP-P&R UNION        | 8.24                        | 0.00                      | 3.15                                     | 0.00                                            | 28.36                               | 28.36                            | 0.00%          |



# Budget Comparison Report

|                                              |                            |                |              | Comparison 1      | Comparison 1     |            |             |
|----------------------------------------------|----------------------------|----------------|--------------|-------------------|------------------|------------|-------------|
|                                              |                            |                |              | Budget            | to Parent Budget |            |             |
|                                              |                            |                |              | Parent Budget     |                  |            |             |
|                                              |                            |                |              | 2019-2020         | 2020-2021        | Increase / | %           |
|                                              |                            |                |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease) |             |
| Account Number                               |                            | 2018-2019      | 2019-2020    | 2019-2020         |                  |            |             |
|                                              |                            | Total Activity | Total Budget | YTD Activity      |                  | Request    |             |
|                                              |                            |                |              | Through Dec       |                  |            |             |
| <a href="#">142.4030.5342.000</a>            | CONTRACT-OUTSIDE HELP      | 3,112.00       | 4,600.00     | 3,247.00          | 4,600.00         | 4,600.00   | 0.00        |
| <a href="#">142.4030.5344.000</a>            | CONTRACT-MAINTENANCE       | 0.00           | 200.00       | 0.00              | 200.00           | 200.00     | 0.00        |
| <a href="#">142.4030.5410.000</a>            | REPAIRS & MAINTENANCE      | 687.70         | 600.00       | 6,142.38          | 7,500.00         | 600.00     | -6,900.00   |
| <a href="#">142.4030.5481.000</a>            | ELECTRICITY                | 4,819.77       | 5,800.00     | 5,892.83          | 7,500.00         | 5,800.00   | -1,700.00   |
| <a href="#">142.4030.5562.000</a>            | GROUPS EQUIP MAINT SPLY    | 171.18         | 900.00       | 46.97             | 400.00           | 900.00     | 500.00      |
| <a href="#">142.4030.5600.000</a>            | OPERATING SUPPLIES         | 626.13         | 700.00       | 0.00              | 200.00           | 700.00     | 500.00      |
| <a href="#">142.4030.5611.000</a>            | BLDG,GRD OPER/MAINT SPLY   | 772.91         | 400.00       | 1,213.94          | 1,400.00         | 400.00     | -1,000.00   |
| <a href="#">142.4030.5718.000</a>            | MINOR EQUIP, UNCLASSIFIED  | 219.99         | 150.00       | 2,024.89          | 2,100.00         | 150.00     | -1,950.00   |
| Total Expense:                               |                            | 20,588.03      | 29,332.00    | 26,192.50         | 39,882.00        | 30,839.87  | -9,042.13   |
| Total Fund: 142 - SOFTBALL ASSOCIATION FUND: |                            | 12,709.12      | 0.00         | -10,948.92        | 0.00             | 0.13       | 0.00        |
| Fund: 144 - LIVE HEALTHY IOWA                |                            |                |              |                   |                  |            |             |
| Revenue                                      |                            |                |              |                   |                  |            |             |
| <a href="#">144.4040.4820.000</a>            | HERSEY CONTRIBUTIONS       | 1,967.25       | 7,500.00     | 0.00              | 7,500.00         | 7,500.00   | 0.00        |
| <a href="#">144.4040.4875.000</a>            | REFUNDS:REIMBURSEMENTS     | 1.69           | 0.00         | 0.00              | 0.00             | 0.00       | 0.00        |
| <a href="#">144.6021.4610.000</a>            | INTEREST ON INVESTMENTS    | 34.95          | 0.00         | 0.00              | 0.00             | 0.00       | 0.00        |
| Total Revenue:                               |                            | 2,003.89       | 7,500.00     | 0.00              | 7,500.00         | 7,500.00   | 0.00        |
| Expense                                      |                            |                |              |                   |                  |            |             |
| <a href="#">144.4040.5030.070</a>            | PART-TIME TEMPORARY        | 0.00           | 500.00       | 0.00              | 500.00           | 500.00     | 0.00        |
| <a href="#">144.4040.5101.070</a>            | SOCIAL SECURITY-PT TEMP    | 0.00           | 31.00        | 0.00              | 31.00            | 31.00      | 0.00        |
| <a href="#">144.4040.5102.070</a>            | MEDICARE-TEMPORARY         | 0.00           | 7.00         | 0.00              | 7.00             | 7.25       | 0.25        |
| <a href="#">144.4040.5123.070</a>            | WORKCOMP-TEMPORARY         | 0.00           | 13.00        | 0.00              | 13.00            | 12.87      | -0.13       |
| <a href="#">144.4040.5132.000</a>            | CLOTHING EXPENSE           | 0.00           | 5,000.00     | 3,732.15          | 5,000.00         | 5,000.00   | 0.00        |
| <a href="#">144.4040.5342.000</a>            | CONTRACT-OUTSIDE HELP      | 150.00         | 1,300.00     | 1,350.00          | 1,300.00         | 1,300.00   | 0.00        |
| <a href="#">144.4040.5600.000</a>            | OPERATING SUPPLIES         | 159.76         | 500.00       | 44.18             | 500.00           | 500.00     | 0.00        |
| Total Expense:                               |                            | 309.76         | 7,351.00     | 5,126.33          | 7,351.00         | 7,351.12   | 0.12        |
| Total Fund: 144 - LIVE HEALTHY IOWA :        |                            | 1,694.13       | 149.00       | -5,126.33         | 149.00           | 148.88     | -0.12       |
| Fund: 145 - TORNADO GENERAL                  |                            |                |              |                   |                  |            |             |
| Revenue                                      |                            |                |              |                   |                  |            |             |
| <a href="#">145.1010.4310.000</a>            | FEMA - FEDERAL GRANT REIMB | 0.00           | 0.00         | 49,012.29         | 49,013.00        | 0.00       | -49,013.00  |
| <a href="#">145.1010.4330.000</a>            | STATE OPER GRANT           | 0.00           | 0.00         | 0.00              | 0.00             | 4,854.00   | 4,854.00    |
| <a href="#">145.1010.4875.000</a>            | RFNDS/REIMB: POLICE        | 221,439.20     | 0.00         | 0.00              | 0.00             | 0.00       | 0.00        |
| <a href="#">145.1050.4875.000</a>            | REFND/REIMB: FIRE          | 615.00         | 0.00         | 6,583.00          | 6,583.00         | 0.00       | -6,583.00   |
| <a href="#">145.2010.4310.000</a>            | FEMA - FEDERAL GRANT REIMB | 0.00           | 0.00         | 0.00              | 831,134.00       | 192,565.00 | -638,569.00 |
| <a href="#">145.2010.4330.000</a>            | STATE OPER GRANT           | 0.00           | 0.00         | 0.00              | 0.00             | 138,174.00 | 138,174.00  |
| <a href="#">145.2010.4875.000</a>            | RFNDS/REIMB: STREETS       | 331,753.23     | 0.00         | 106,941.13        | 106,941.00       | 0.00       | -106,941.00 |
| <a href="#">145.2030.4875.000</a>            | RFNDS/REIMB                | 33,819.87      | 0.00         | 0.00              | 0.00             | 0.00       | 0.00        |
| <a href="#">145.2040.4875.000</a>            | REFND/REIMB: T SIGNALS     | 26,313.49      | 0.00         | 0.00              | 0.00             | 0.00       | 0.00        |
| <a href="#">145.2050.4875.000</a>            | RFNDS/REIMB                | 0.00           | 0.00         | 49,705.64         | 49,706.00        | 0.00       | -49,706.00  |

# Budget Comparison Report

|                                   |                              |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %              |
|-----------------------------------|------------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------------|
|                                   |                              | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                |
| <b>Account Number</b>             |                              |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">145.2060.4875.000</a> | REFND/REIMB: ENGIN           | 21,233.95                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.2090.4330.000</a> | STATE OPER GRANT             | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 758.00                              | 758.00                           | 0.00%          |
| <a href="#">145.2900.4310.600</a> | FEMA - FEDERAL GRANT REIMB - | 5,687.89                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.2900.4875.000</a> | REFUNDS/REIMB                | 97,070.96                   | 0.00                      | 31,685.87                                | 31,686.00                                       | 0.00                                | -31,686.00                       | -100.00%       |
| <a href="#">145.3900.4878.000</a> | REFUNDS/REMBURSEMENTS        | 692,571.96                  | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4010.4875.000</a> | RFNDS/REIMB: LIBRARY         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4030.4310.000</a> | FED OPER GRANT/FEMA          | 3,380.25                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4030.4330.000</a> | STATE OPER GRANT             | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 451.00                              | 451.00                           | 0.00%          |
| <a href="#">145.4030.4875.000</a> | RFNDS/REIMB: P&R             | 61,621.89                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4030.4960.000</a> | SALE OF F.A.-PARKS           | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4040.4875.000</a> | P&R REFUNDS & REIMBURSMEN    | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.4065.4875.000</a> | RFNDS/REIMB REVENUE          | 2,194,549.99                | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.5010.4875.000</a> | RFNDS/REIMB: COMM BEAUTIFI   | 1,151.44                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.5030.4875.000</a> | RFNDS/REIMB: HOUSING         | 12,818.76                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.6050.4875.000</a> | REFUNDS/REIMB                | 315,201.55                  | 0.00                      | 51,923.31                                | 51,923.00                                       | 0.00                                | -51,923.00                       | -100.00%       |
| <a href="#">145.6051.4875.000</a> | REFUDNS/REIMB                | 58,646.51                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.6900.4310.000</a> | FEMA - FEDERAL GRANT REIMB   | 0.00                        | 2,961,679.00              | 0.00                                     | 0.00                                            | 86,339.00                           | 86,339.00                        | 0.00%          |
| <a href="#">145.6900.4330.000</a> | STATE OPER GRANT             | 0.00                        | 362,281.00                | 0.00                                     | 0.00                                            | 18,651.00                           | 18,651.00                        | 0.00%          |
| <a href="#">145.6900.4350.000</a> | LOCAL/COUNTY GRANTS          | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.6900.4875.000</a> | RFNDS/REIMB: GEN GVT         | 62,291.14                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.8050.4330.000</a> | STATE GRANT                  | 1,944.81                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.9000.6500.121</a> | TR FRM LOCAL OPTION          | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 16,912.00                           | 16,912.00                        | 0.00%          |
| <b>Total Revenue:</b>             |                              | <b>4,142,111.89</b>         | <b>3,323,960.00</b>       | <b>295,851.24</b>                        | <b>1,126,986.00</b>                             | <b>458,704.00</b>                   | <b>-668,282.00</b>               | <b>-59.30%</b> |
| <b>Expense</b>                    |                              |                             |                           |                                          |                                                 |                                     |                                  |                |
| <a href="#">145.1010.5010.010</a> | REGULAR-NON UNION            | 1,204.04                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5010.020</a> | REGULAR-POLICE UNION         | 4,151.71                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5020.020</a> | OVERTIME-POLICE UNION        | 8,674.82                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5101.010</a> | SOCIAL SECURITY-NON UNION    | 73.70                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5101.020</a> | SOCIAL SECURITY-POLICE UNION | 6.70                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5102.010</a> | MEDICARE-NON UNION           | 17.23                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5102.020</a> | MEDICARE-POLICE UNION        | 180.67                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5111.010</a> | IPERS-NON UNION              | 113.66                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5111.020</a> | IPERS-POLICE UNION           | 10.21                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5113.020</a> | RETIREMENT-POLICE UNION      | 2,735.42                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5121.020</a> | GRP INSUR-POLICE UNION       | 1,724.47                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5123.010</a> | WORKCOMP-NON UNION           | 43.04                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5123.020</a> | WORKCOMP-POLICE UNION        | 188.43                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5342.000</a> | CONTRACT-OUTSIDE HELP        | 344.78                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |
| <a href="#">145.1010.5380.000</a> | RENTS & LEASES               | 1,376.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%          |

# Budget Comparison Report

| Account Number                    |                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Parent Budget<br>Budget |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|---------------------------|-----------------------------|---------------------------|------------------------------------------|-----------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                           |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti...          | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.1010.5410.000</a> | REPAIRS & MAINTENANCE     | 32,926.72                   | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1010.5565.000</a> | VEHICLE OPER/MAINT SPPLY  | 12,620.14                   | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1010.5600.000</a> | OPERATING SUPPLIES        | 89.48                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1010.5718.000</a> | MINOR EQUIP, UNCLASSIFIED | 262.00                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1010.5776.000</a> | BUILDINGS & IMPROVEMENTS  | 127,291.00                  | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1030.5600.000</a> | OPERATING SUPPLIES        | 63.12                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5010.010</a> | REGULAR-NON UNION         | 814.20                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5010.030</a> | REGULAR-FIRE UNION        | 350.81                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5020.010</a> | OVERTIME-NON UNION        | 281.45                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5020.030</a> | OVERTIME-FIRE UNION       | 5,922.38                    | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5101.010</a> | SOCIAL SECURITY-NON UNION | 48.41                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5102.010</a> | MEDICARE-NON UNION        | 11.32                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5102.030</a> | MEDICARE-FIRE UNION       | 85.43                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5112.010</a> | ICMA-NON UNION            | 154.70                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5113.030</a> | RETIREMENT-FIRE UNION     | 1,441.91                    | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5121.010</a> | GRP INSUR-NON UNION       | 103.88                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5121.030</a> | GRP INSUR-FIRE UNION      | 1,044.95                    | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5123.010</a> | WORKCOMP-NON UNION        | 154.05                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5123.030</a> | WORKCOMP-FIRE UNION       | 315.54                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5410.000</a> | REPAIRS & MAINTENANCE     | 615.00                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5570.000</a> | VEHICLE GAS               | 39.62                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5571.000</a> | VEHICLE DIESEL FUEL       | 188.36                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5600.000</a> | OPERATING SUPPLIES        | 925.98                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1050.5750.000</a> | OTHER CAP EQUIP > \$5,000 | 0.00                        | 0.00                      | 6,583.00                                 | 6,583.00                                | 0.00                                | -6,583.00                        | -100.00% |
| <a href="#">145.1070.5010.010</a> | REGULAR-NON UNION         | 331.60                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5101.010</a> | SOCIAL SECURITY-NON UNION | 20.10                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5102.010</a> | MEDICARE-NON UNION        | 4.70                        | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5111.010</a> | IPERS-NON UNION           | 31.30                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5121.010</a> | GRP INSUR-NON UNION       | 42.34                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5123.010</a> | WORKCOMP-NON UNION        | 3.67                        | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5370.000</a> | PRINTING & BINDING        | 0.00                        | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1070.5605.000</a> | OFFICE SUPPLIES           | 0.00                        | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5010.010</a> | REGULAR-NON UNION         | 3,930.75                    | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5101.010</a> | SOCIAL SECURITY-NON UNION | 225.62                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5102.010</a> | MEDICARE-NON UNION        | 52.75                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5111.010</a> | IPERS-NON UNION           | 371.05                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5121.010</a> | GRP INSUR-NON UNION       | 865.83                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1071.5123.010</a> | WORKCOMP-NON UNION        | 43.63                       | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5010.010</a> | REGULAR-NON UNION         | 419.78                      | 0.00                      | 0.00                                     | 0.00                                    | 0.00                                | 0.00                             | 0.00%    |

## Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.1072.5010.040</a> | REGULAR-PPME UNION         | 355.47                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5101.010</a> | SOCIAL SECURITY-NON UNION  | 25.76                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5101.040</a> | SOCIAL SECURITY-PPME UNION | 19.98                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5102.010</a> | MEDICARE-NON UNION         | 6.02                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5102.040</a> | MEDICARE-PPME UNION        | 4.69                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5111.010</a> | IPERS-NON UNION            | 39.64                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5111.040</a> | IPERS-PPME UNION           | 33.55                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5121.040</a> | GRP INSUR-PPME UNION       | 92.35                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5123.010</a> | WORKCOMP-NON UNION         | 9.18                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1072.5123.040</a> | WORKCOMP-PPME UNION        | 7.78                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5010.010</a> | REGULAR-NON UNION          | 4,024.86                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5020.010</a> | OVERTIME-NON UNION         | 380.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5101.010</a> | SOCIAL SECURITY-NON UNION  | 259.54                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5102.010</a> | MEDICARE-NON UNION         | 60.71                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5111.010</a> | IPERS-NON UNION            | 415.82                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5121.010</a> | GRP INSUR-NON UNION        | 1,153.37                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5123.010</a> | WORKCOMP-NON UNION         | 48.92                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5342.000</a> | CONTRACT-OUTSIDE HELP      | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.1075.5570.000</a> | VEHICLE GAS                | 94.21                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5010.010</a> | REGULAR-NON UNION          | 79.54                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5010.040</a> | REGULAR-PPME UNION         | 55,657.95                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5020.040</a> | OVERTIME-PPME UNION        | 5,844.20                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5050.060</a> | PART-TIME REGULAR          | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5101.010</a> | SOCIAL SECURITY-NON UNION  | 4.93                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5101.040</a> | SOCIAL SECURITY-PPME UNION | 3,614.99                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5102.010</a> | MEDICARE-NON UNION         | 1.15                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5102.040</a> | MEDICARE-PPME UNION        | 845.47                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5111.010</a> | IPERS-NON UNION            | 567.11                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5111.040</a> | IPERS-PPME UNION           | 5,805.78                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5121.040</a> | GRP INSUR-PPME UNION       | 9,843.20                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5123.010</a> | WORKCOMP-NON UNION         | 67.58                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5123.040</a> | WORKCOMP-PPME UNION        | 1,403.37                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5132.000</a> | CLOTHING EXPENSE           | 221.83                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5342.000</a> | CONTRACT-OUTSIDE HELP      | 11,294.25                   | 0.00                      | 3,690.05                                 | 3,690.00                                        | 0.00                                | -3,690.00                        | -100.00% |
| <a href="#">145.2010.5380.000</a> | RENTS & LEASE              | 1,614.00                    | 0.00                      | 3,750.00                                 | 3,750.00                                        | 0.00                                | -3,750.00                        | -100.00% |
| <a href="#">145.2010.5410.000</a> | REPAIRS & MAINTENANCE      | 221,462.32                  | 0.00                      | 159,084.28                               | 159,085.00                                      | 0.00                                | -159,085.00                      | -100.00% |
| <a href="#">145.2010.5565.000</a> | VEHICLE OPER/MAINT SPPLY   | 1,100.21                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5570.000</a> | VEHICLE GAS                | 370.22                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5571.000</a> | VEHICLE DIESEL FUEL        | 4,583.08                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |

## Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.2010.5600.000</a> | OPERATING SUPPLIES         | 1,703.37                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2010.5750.000</a> | OTHER CAP EQUIP > \$5,000  | 54,500.00                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5010.010</a> | REGULAR-NON UNION          | 567.16                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5010.040</a> | REGULAR-PPME UNION         | 3,164.92                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5020.040</a> | OVERTIME-PPME UNION        | 111.08                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5101.010</a> | SOCIAL SECURITY-NON UNION  | 34.73                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5101.040</a> | SOCIAL SECURITY-PPME UNION | 187.30                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5102.010</a> | MEDICARE-NON UNION         | 8.13                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5102.040</a> | MEDICARE-PPME UNION        | 43.83                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5111.010</a> | IPERS-NON UNION            | 53.55                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5111.040</a> | IPERS-PPME UNION           | 315.84                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5121.040</a> | GRP INSUR-PPME UNION       | 875.36                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5123.010</a> | WORKCOMP-NON UNION         | 12.41                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5123.040</a> | WORKCOMP-PPME UNION        | 73.31                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2030.5600.000</a> | OPERATING SUPPLIES         | 4,772.43                    | 0.00                      | 4,902.30                                 | 4,905.00                                        | 0.00                                | -4,905.00                        | -100.00% |
| <a href="#">145.2030.5718.000</a> | MINOR EQUIP, UNCLASSIFIED  | 30,743.61                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5010.010</a> | REGULAR-NON UNION          | 3,247.66                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5010.040</a> | REGULAR-PPME UNION         | 4,389.89                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5020.040</a> | OVERTIME-PPME UNION        | 747.31                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5101.010</a> | SOCIAL SECURITY-NON UNION  | 198.89                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5101.040</a> | SOCIAL SECURITY-PPME UNION | 287.31                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5102.010</a> | MEDICARE-NON UNION         | 46.53                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5102.040</a> | MEDICARE-PPME UNION        | 67.15                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5111.010</a> | IPERS-NON UNION            | 306.56                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5111.040</a> | IPERS-PPME UNION           | 484.96                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5121.040</a> | GRP INSUR-PPME UNION       | 1,190.15                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5123.010</a> | WORKCOMP-NON UNION         | 71.18                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5123.040</a> | WORKCOMP-PPME UNION        | 112.50                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5410.000</a> | REPAIRS & MAINT            | 225.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5565.000</a> | VEHICLE OPER/MAINT SPPLY   | 36.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5570.000</a> | VEHICLE GAS                | 185.90                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5600.000</a> | OPERATING SUPPLIES         | 360.29                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2040.5780.000</a> | TRAFFIC SIGNALS            | 16,858.94                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5010.010</a> | REGULAR-NON UNION          | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5101.010</a> | SOCIAL SECURITY-NON UNION  | 9.11                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5102.010</a> | MEDICARE-NON UNION         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5111.010</a> | IPERS-NON UNION            | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5121.010</a> | GRP INSUR-NON UNION        | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5123.010</a> | WORKCOMP-NON UNION         | 2.34                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |

## Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.2055.5342.000</a> | CONTRACT - OUTSIDE HELP    | 473,544.60                  | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5352.000</a> | CONTRACT-TREE REMOVAL      | 40,255.05                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2055.5600.000</a> | OPERATING SUPPLIES         | 63.32                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5010.010</a> | REGULAR-NON UNION          | 13,284.36                   | 0.00                      | 1,176.96                                 | 6,112.00                                        | 0.00                                | -6,112.00                        | -100.00% |
| <a href="#">145.2060.5020.010</a> | OVERTIME-NON UNION         | 22.26                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5030.070</a> | PART-TIME TEMPORARY        | 270.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5101.010</a> | SOCIAL SECURITY-NON UNION  | 771.00                      | 0.00                      | 69.80                                    | 365.00                                          | 0.00                                | -365.00                          | -100.00% |
| <a href="#">145.2060.5101.070</a> | SOCIAL SECURITY-PT TEMP    | 16.74                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5102.010</a> | MEDICARE-NON UNION         | 180.31                      | 0.00                      | 16.33                                    | 85.00                                           | 0.00                                | -85.00                           | -100.00% |
| <a href="#">145.2060.5102.070</a> | MEDICARE-TEMPORARY         | 3.92                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5111.010</a> | IPERS-NON UNION            | 1,256.13                    | 0.00                      | 111.10                                   | 580.00                                          | 0.00                                | -580.00                          | -100.00% |
| <a href="#">145.2060.5111.070</a> | IPERS-PT TEMP              | 25.49                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5121.010</a> | GRP INSUR-NON UNION        | 2,905.75                    | 0.00                      | 221.61                                   | 1,225.00                                        | 0.00                                | -1,225.00                        | -100.00% |
| <a href="#">145.2060.5123.010</a> | WORKCOMP-NON UNION         | 115.31                      | 0.00                      | 10.39                                    | 55.00                                           | 0.00                                | -55.00                           | -100.00% |
| <a href="#">145.2060.5123.070</a> | WORKCOMP-TEMPORARY         | 0.25                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5359.000</a> | TOWING SERVICES            | 100.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5410.000</a> | REPAIRS & MAINTENANCE      | 3,211.09                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5565.000</a> | VEHICLE OPER/MAINT SPPLY   | 1,912.54                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5570.000</a> | VEHICLE GAS                | 136.04                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2060.5600.000</a> | OPERATING SUPPLIES         | 0.00                        | 0.00                      | 39.36                                    | 40.00                                           | 0.00                                | -40.00                           | -100.00% |
| <a href="#">145.2090.5342.000</a> | CONTRACT-OUTSIDE HELP      | 149,131.50                  | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2090.5360.000</a> | POSTAGE & SHIPPING         | 73.08                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5010.040</a> | REGULAR-PPME UNION         | 1,440.94                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5101.040</a> | SOCIAL SECURITY-PPME UNION | 86.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5102.040</a> | MEDICARE-PPME UNION        | 20.11                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5111.040</a> | IPERS-PPME UNION           | 136.03                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5121.040</a> | GRP INSUR-PPME UNION       | 282.89                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5123.040</a> | WORKCOMP-PPME UNION        | 17.71                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5331.600</a> | PAYMENTS-OTHER ENTITIES-MM | 5,687.89                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5342.000</a> | CONTRACT - OUTSIDE HELP    | 1,230.15                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5380.000</a> | RENTS & LEASES             | 2,820.36                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.2900.5410.000</a> | REPAIRS & MAINT            | 61,039.40                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3040.5233.000</a> | ENGINEERING FEES           | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3040.5600.000</a> | OPERATING SUPPLIES         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5010.010</a> | REGULAR-NON UNION          | 436.54                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5010.040</a> | REGULAR-PPME UNION         | 148.11                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5101.010</a> | SOCIAL SECURITY-PPME UNION | 26.92                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5101.040</a> | SOCIAL SECURITY-PPME UNION | 8.31                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5102.010</a> | MEDICARE-NON UNION         | 6.30                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |

## Budget Comparison Report

| Account Number                    |                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|---------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                           |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.3900.5102.040</a> | MEDICARE-PPME UNION       | 1.94                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5111.010</a> | IPERS-NON UNION           | 41.21                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5111.040</a> | IPERS-PPME UNION          | 13.98                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5121.040</a> | GRP INSUR-PPME UNION      | 41.56                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5123.010</a> | WORK COMP-NON UNION       | 9.61                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5123.040</a> | WORK COMP-PPME UNION      | 3.23                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.3900.5230.000</a> | CONSULTING & PROF FEES    | 8,250.63                    | 0.00                      | 31,224.52                                | 32,200.00                                       | 0.00                                | -32,200.00                       | -100.00% |
| <a href="#">145.3900.5342.000</a> | CONTRACT-OUTSIDE HELP     | 6,805.00                    | 0.00                      | 207,557.04                               | 207,600.00                                      | 0.00                                | -207,600.00                      | -100.00% |
| <a href="#">145.3900.5410.000</a> | REPAIRS & MAINTENANCE     | 12,552.30                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4010.5380.000</a> | RENTS & LEASES            | 9,101.78                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4010.5410.000</a> | REPAIRS & MAINTENANCE     | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5010.010</a> | REGULAR-NON UNION         | 243.12                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5010.090</a> | REGULAR-P&R UNION         | 16,434.62                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5020.090</a> | OVERTIME-P&R UNION        | 2,464.75                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5101.010</a> | SOCIAL SECURITY-NON UNION | 14.67                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5101.090</a> | SOCIAL SECURITY-P&R UNION | 1,092.95                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5102.010</a> | MEDICARE-NON UNION        | 3.43                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5102.090</a> | MEDICARE-P&R UNION        | 255.63                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5111.010</a> | IPERS-NON UNION           | 22.95                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5111.090</a> | IPERS-P&R UNION           | 1,784.11                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5121.010</a> | GRP INSUR-NON UNION       | 28.09                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5121.090</a> | GRP INSUR-P&R UNION       | 4,383.94                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5123.010</a> | WORKCOMP-NON UNION        | 57.20                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5123.090</a> | WORKCOMP-P&R UNION        | 294.61                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5230.000</a> | CONSULTING & PROF FEES    | 0.00                        | 0.00                      | 13,402.50                                | 13,405.00                                       | 0.00                                | -13,405.00                       | -100.00% |
| <a href="#">145.4030.5342.000</a> | CONTRACT-OUTSIDE HELP     | 227.70                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5410.000</a> | REPAIRS & MAINTENANCE     | 5,223.44                    | 0.00                      | 4,433.34                                 | 4,435.00                                        | 0.00                                | -4,435.00                        | -100.00% |
| <a href="#">145.4030.5565.000</a> | VEHICLE OPER/MAINT SPPLY  | 694.94                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5570.000</a> | VEHICLE GAS               | 602.21                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5571.000</a> | VEHICLE DIESEL FUEL       | 1,371.70                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4030.5611.000</a> | BLDG,GRD OPER/MAINT SPLY  | 10,246.63                   | 0.00                      | 162.39                                   | 165.00                                          | 0.00                                | -165.00                          | -100.00% |
| <a href="#">145.4030.5718.000</a> | MINOR EQUIP, UNCLASSIFIED | 9,220.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5010.010</a> | REGULAR-NON UNION         | 314.03                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5020.070</a> | OVERTIME-TEMPORARY        | 665.06                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5030.070</a> | PART-TIME TEMPORARY       | 2,565.70                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5101.010</a> | SOCIAL SECURITY-NON UNION | 18.40                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5101.070</a> | SOCIAL SECURITY-PT TEMP   | 200.34                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5102.010</a> | MEDICARE-NON UNION        | 4.29                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.4040.5102.070</a> | MEDICARE-TEMPORARY        | 46.88                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |



# Budget Comparison Report

| Account Number                    |                              | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |       |
|-----------------------------------|------------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|-------|
|                                   |                              |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %     |
| <a href="#">145.4040.5111.010</a> | IPERS-NON UNION              | 49.42                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5111.070</a> | IPERS-PT TEMP                | 11.06                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5121.010</a> | GRP INSUR-NON UNION          | 41.68                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5123.010</a> | WORKCOMP-NON UNION           | 1.42                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5123.070</a> | WORKCOMP-TEMPORARY           | 50.39                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5380.000</a> | RENTS & LEASES               | 9,650.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5601.000</a> | PROMOTION/PROGRAM SPPLY      | 156.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4040.5718.000</a> | MINOR EQUIP, UNCLASSIFIED    | 3,207.30                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5010.010</a> | REGULAR-NON UNION            | 539.61                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5101.010</a> | SOCIAL SECURITY-NON UNION    | 29.43                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5102.010</a> | MEDICARE-NON UNION           | 6.89                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5111.010</a> | IPERS-NON UNION              | 50.94                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5121.010</a> | GRP INSUR-NON UNION          | 92.91                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5123.010</a> | WORKCOMP-NON UNION           | 6.41                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4041.5601.000</a> | PROMOTION/PROGRAM SPPLY      | 152.30                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5010.010</a> | REGULAR-NON UNION            | 48.53                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5101.010</a> | SOCIAL SECURITY-NON UNION    | 2.93                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5102.010</a> | MEDICARE-NON UNION           | 0.69                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5111.010</a> | IPERS-NON UNION              | 4.58                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5121.010</a> | GRP INSUR-NON UNION          | 5.55                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4045.5123.010</a> | WORKCOMP-NON UNION           | 1.29                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5010.010</a> | REGULAR-NON UNION            | 215.02                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5010.040</a> | REGULAR - PPME UNION         | 98.74                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5101.010</a> | SOCIAL SECURITY-NON UNION    | 13.10                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5101.040</a> | SOCIAL SECURITY - PPME UNION | 5.53                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5102.010</a> | MEDICARE-NON UNION           | 3.08                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5102.040</a> | MEDICARE-PPME UNION          | 1.30                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5111.010</a> | IPERS-NON UNION              | 20.29                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5111.040</a> | IPERS-PPME UNION             | 9.32                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5121.010</a> | GRP INSUR-NON UNION          | 1.86                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5121.040</a> | GRP INSUR-PPME UNION         | 27.70                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5123.010</a> | WORKCOMP-NON UNION           | 4.49                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5123.040</a> | WORKCOMP-PPME UNION          | 2.15                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5380.000</a> | RENTS & LEASES               | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5410.000</a> | REPAIRS & MAINTENANCE        | 1,500,647.32                | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5600.000</a> | OPERATING SUPPLIES           | 1,472.62                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.4065.5718.000</a> | MINOR EQUIP, UNCLASSIFIED    | 699.99                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.5010.5010.010</a> | REGULAR-NON UNION            | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |
| <a href="#">145.5010.5101.010</a> | SOCIAL SECURITY-NON UNION    | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00% |

# Budget Comparison Report

| Account Number                    |                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|---------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                           |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.5010.5102.010</a> | MEDICARE-NON UNION        | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5010.5111.010</a> | IPERS-NON UNION           | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5010.5123.010</a> | WORKCOMP-NON UNION        | 0.10                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5010.5410.000</a> | REPAIRS & MAINTENANCE     | 337.85                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5010.5562.000</a> | GROUPS EQUIP MAINT SPLY   | 1,701.43                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5010.5600.000</a> | OPERATING SUPPLIES        | 0.03                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5030.5010.010</a> | REGULAR-NON UNION         | 6,237.16                    | 0.00                      | 441.23                                   | 500.00                                          | 0.00                                | -500.00                          | -100.00% |
| <a href="#">145.5030.5020.010</a> | OVERTIME-NON UNION        | 227.54                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5030.5101.010</a> | SOCIAL SECURITY-NON UNION | 381.72                      | 0.00                      | 26.28                                    | 30.00                                           | 0.00                                | -30.00                           | -100.00% |
| <a href="#">145.5030.5102.010</a> | MEDICARE-NON UNION        | 89.26                       | 0.00                      | 6.14                                     | 6.00                                            | 0.00                                | -6.00                            | -100.00% |
| <a href="#">145.5030.5111.010</a> | IPERS-NON UNION           | 610.28                      | 0.00                      | 41.64                                    | 50.00                                           | 0.00                                | -50.00                           | -100.00% |
| <a href="#">145.5030.5121.010</a> | GRP INSUR-NON UNION       | 1,240.49                    | 0.00                      | 48.40                                    | 55.00                                           | 0.00                                | -55.00                           | -100.00% |
| <a href="#">145.5030.5123.010</a> | WORKCOMP-NON UNION        | 5.95                        | 0.00                      | 0.30                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5030.5410.000</a> | REPAIRS & MAINTENANCE     | 10,148.69                   | 0.00                      | 795.00                                   | 795.00                                          | 0.00                                | -795.00                          | -100.00% |
| <a href="#">145.5900.5010.010</a> | REGULAR-NON UNION         | 5,542.90                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5900.5101.010</a> | SOCIAL SECURITY-NON UNION | 318.86                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5900.5102.010</a> | MEDICARE-NON UNION        | 74.56                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5900.5111.010</a> | IPERS-NON UNION           | 523.24                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5900.5121.010</a> | GRP INSUR-NON UNION       | 993.45                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.5900.5123.010</a> | WORKCOMP-NON UNION        | 5.10                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6012.5010.010</a> | REGULAR-NON UNION         | 4,806.69                    | 0.00                      | 740.95                                   | 741.00                                          | 0.00                                | -741.00                          | -100.00% |
| <a href="#">145.6012.5101.010</a> | SOCIAL SECURITY-NON UNION | 287.12                      | 0.00                      | 38.81                                    | 39.00                                           | 0.00                                | -39.00                           | -100.00% |
| <a href="#">145.6012.5102.010</a> | MEDICARE-NON UNION        | 68.78                       | 0.00                      | 10.63                                    | 11.00                                           | 0.00                                | -11.00                           | -100.00% |
| <a href="#">145.6012.5111.010</a> | IPERS-NON UNION           | 443.32                      | 0.00                      | 68.35                                    | 68.00                                           | 0.00                                | -68.00                           | -100.00% |
| <a href="#">145.6012.5121.010</a> | GRP INSUR-NON UNION       | 171.24                      | 0.00                      | 26.11                                    | 26.00                                           | 0.00                                | -26.00                           | -100.00% |
| <a href="#">145.6012.5123.010</a> | WORKCOMP-NON UNION        | 4.43                        | 0.00                      | 0.44                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5010.010</a> | REGULAR-NON UNION         | 238.62                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5101.010</a> | SOCIAL SECURITY-NON UNION | 13.95                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5102.010</a> | MEDICARE-NON UNION        | 3.26                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5111.010</a> | IPERS-NON UNION           | 22.53                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5121.010</a> | GRP INSUR-NON UNION       | 38.83                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6020.5123.010</a> | WORKCOMP-NON UNION        | 0.88                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6021.5010.010</a> | REGULAR-NON UNION         | 9,599.17                    | 0.00                      | 2,807.42                                 | 2,980.00                                        | 0.00                                | -2,980.00                        | -100.00% |
| <a href="#">145.6021.5020.010</a> | OVERTIME-NON UNION        | 112.01                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6021.5030.070</a> | PART-TIME TEMPORARY       | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6021.5101.010</a> | SOCIAL SECURITY-NON UNION | 567.38                      | 0.00                      | 169.98                                   | 180.00                                          | 0.00                                | -180.00                          | -100.00% |
| <a href="#">145.6021.5102.010</a> | MEDICARE-NON UNION        | 132.73                      | 0.00                      | 39.73                                    | 45.00                                           | 0.00                                | -45.00                           | -100.00% |
| <a href="#">145.6021.5111.010</a> | IPERS-NON UNION           | 916.34                      | 0.00                      | 265.02                                   | 280.00                                          | 0.00                                | -280.00                          | -100.00% |
| <a href="#">145.6021.5121.010</a> | GRP INSUR-NON UNION       | 1,478.75                    | 0.00                      | 311.55                                   | 330.00                                          | 0.00                                | -330.00                          | -100.00% |

# Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %        |
| <a href="#">145.6021.5123.010</a> | WORKCOMP-NON UNION         | 9.04                        | 0.00                      | 1.87                                     | 2.00                                            | 0.00                                | -2.00                            | -100.00% |
| <a href="#">145.6021.5472.000</a> | MILEAGE REIMBURSE          | 7.25                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5010.010</a> | REGULAR-NON UNION          | 240.84                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5101.010</a> | SOCIAL SECURITY-NON UNION  | 13.33                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5102.010</a> | MEDICARE-NON UNION         | 3.28                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5111.010</a> | IPERS-NON UNION            | 22.67                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5121.010</a> | GRP INSUR-NON UNION        | 35.60                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6025.5123.010</a> | WORKCOMP-NON UNION         | 0.19                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5010.010</a> | REGULAR-NON UNION          | 5,768.78                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5010.040</a> | REGULAR-PPME UNION         | 5,112.36                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5020.040</a> | OVERTIME-PPME UNION        | 461.64                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5101.010</a> | SOCIAL SECURITY-NON UNION  | 353.33                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5101.040</a> | SOCIAL SECURITY-PPME UNION | 311.71                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5102.010</a> | MEDICARE-NON UNION         | 82.62                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5102.040</a> | MEDICARE-PPME UNION        | 72.89                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5111.010</a> | IPERS-NON UNION            | 544.57                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5111.040</a> | IPERS-PPME UNION           | 526.18                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5121.040</a> | GRP INSUR-PPME UNION       | 1,462.76                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5123.010</a> | WORKCOMP-NON UNION         | 126.38                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5123.040</a> | WORKCOMP-PPME UNION        | 122.16                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5342.000</a> | CONTRACT-OUTSIDE HELP      | 27,321.54                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5410.000</a> | REPAIRS & MAINTENANCE      | 90,325.27                   | 0.00                      | 4,440.94                                 | 586,297.00                                      | 0.00                                | -586,297.00                      | -100.00% |
| <a href="#">145.6050.5600.000</a> | OPERATING SUPPLIES         | 3,756.80                    | 0.00                      | 11,628.86                                | 11,629.00                                       | 0.00                                | -11,629.00                       | -100.00% |
| <a href="#">145.6050.5611.000</a> | BLDG,GRD OPER/MAINT SPLY   | 15,788.44                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5750.000</a> | OTHER CAP EQUIP > \$5,000  | 25,620.48                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6050.5776.000</a> | BUILDINGS & IMPROVEMENTS   | 121,705.44                  | 0.00                      | 37,523.70                                | 37,524.00                                       | 0.00                                | -37,524.00                       | -100.00% |
| <a href="#">145.6051.5010.010</a> | REGULAR-NON UNION          | 1,054.26                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5010.040</a> | REGULAR-PPME UNION         | 1,429.75                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5101.010</a> | SOCIAL SECURITY-NON UNION  | 64.63                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5101.040</a> | SOCIAL SECURITY-PPME UNION | 80.78                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5102.010</a> | MEDICARE-NON UNION         | 15.13                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5102.040</a> | MEDICARE-PPME UNION        | 18.89                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5111.010</a> | IPERS-NON UNION            | 99.51                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5111.040</a> | IPERS-PPME UNION           | 136.32                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5121.040</a> | GRP INSUR-PPME UNION       | 378.60                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5123.010</a> | WORKCOMP-NON UNION         | 23.09                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5123.040</a> | WORKCOMP-PPME UNION        | 31.64                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5342.000</a> | CONTRACT-OUTSIDE HELP      | 25,568.75                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5410.000</a> | REPAIRS & MAINTENANCE      | 20,890.48                   | 0.00                      | 13,542.00                                | 13,542.00                                       | 0.00                                | -13,542.00                       | -100.00% |

# Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget         |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget                  |                                     |                                  | %        |
|                                   |                            |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| <a href="#">145.6051.5600.000</a> | OPERATING SUPPLIES         | 398.62                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5611.000</a> | BLDG,GRD OPER/MAINT SPLY   | 2,638.61                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6051.5776.000</a> | BUILDINGS & IMPROVEMENTS   | 3,782.84                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6070.5347.000</a> | CONTRACT-SOFTWARE MAINT    | 205.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6070.5347.150</a> | CONTRACT-CMPTR TECH SPRT   | 14,365.00                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6070.5703.000</a> | MINOR COMPUTER             | 3,673.35                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5331.000</a> | PAYMENTS-OTHER ENTITIES    | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5342.000</a> | CONTRACT-OUTSIDE HELP      | 12,035.02                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5344.000</a> | CONTRACT-MAINTENANCE       | 292.73                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5359.000</a> | TOWING SERVICES            | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5410.000</a> | REPAIRS & MAINTENANCE      | 15,156.83                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5565.000</a> | VEHICLE OPER/MAINT SPPLY   | 92.50                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.6900.5600.000</a> | OPERATING SUPPLIES         | 439.45                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5010.010</a> | REGULAR-NON UNION          | 3,715.17                    | 0.00                      | 39.97                                    | 40.00                          | 0.00                                | -40.00                           | -100.00% |
| <a href="#">145.8015.5020.010</a> | OVERTIME-NON UNION         | 6.36                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5020.050</a> | OVERTIME-WPCP UNION        | 255.74                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5101.010</a> | SOCIAL SECURITY-NON UNION  | 214.05                      | 0.00                      | 1.18                                     | 1.00                           | 0.00                                | -1.00                            | -100.00% |
| <a href="#">145.8015.5101.050</a> | SOCIAL SECURITY-WPCP UNION | 14.82                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5102.010</a> | MEDICARE-NON UNION         | 50.39                       | 0.00                      | 0.59                                     | 1.00                           | 0.00                                | -1.00                            | -100.00% |
| <a href="#">145.8015.5102.050</a> | MEDICARE-WPCP UNION        | 3.47                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5111.010</a> | IPERS-NON UNION            | 349.80                      | 0.00                      | 3.73                                     | 4.00                           | 0.00                                | -4.00                            | -100.00% |
| <a href="#">145.8015.5111.050</a> | IPERS-WPCP UNION           | 24.14                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5121.010</a> | GRP INSUR-NON UNION        | 569.02                      | 0.00                      | 0.64                                     | 1.00                           | 0.00                                | -1.00                            | -100.00% |
| <a href="#">145.8015.5121.050</a> | GRP INSUR-WPCP UNION       | 53.99                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5123.010</a> | WORKCOMP-NON UNION         | 25.42                       | 0.00                      | 0.15                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8015.5123.050</a> | WORKCOMP-WPCP UNION        | 2.05                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5010.010</a> | REGULAR-NON UNION          | 864.03                      | 0.00                      | 6.56                                     | 7.00                           | 0.00                                | -7.00                            | -100.00% |
| <a href="#">145.8016.5010.040</a> | REGULAR-PPME UNION         | 9,519.06                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5020.040</a> | OVERTIME-PPME UNION        | 2,376.89                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5101.010</a> | SOCIAL SECURITY-NON UNION  | 49.15                       | 0.00                      | 0.41                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5101.040</a> | SOCIAL SECURITY-PPME UNION | 703.43                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5102.010</a> | MEDICARE-NON UNION         | 11.50                       | 0.00                      | 0.09                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5102.040</a> | MEDICARE-PPME UNION        | 164.52                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5111.010</a> | IPERS-NON UNION            | 81.56                       | 0.00                      | 0.62                                     | 1.00                           | 0.00                                | -1.00                            | -100.00% |
| <a href="#">145.8016.5111.040</a> | IPERS-PPME UNION           | 1,122.96                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5121.010</a> | GRP INSUR-NON UNION        | 108.48                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5121.040</a> | GRP INSUR-PPME UNION       | 2,449.11                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5123.010</a> | WORKCOMP-NON UNION         | 9.59                        | 0.00                      | 0.06                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5123.040</a> | WORKCOMP-PPME UNION        | 213.88                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |

# Budget Comparison Report

| Account Number                    |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget         |                                     | Comparison 1<br>to Parent Budget |          |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                            |                             |                           |                                          | Parent Budget                  |                                     |                                  | %        |
|                                   |                            |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| <a href="#">145.8016.5132.000</a> | CLOTHING EXPENSE           | 62.17                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5570.000</a> | VEHICLE GAS                | 200.06                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8016.5571.000</a> | VEHICLE DIESEL FUEL        | 285.20                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5010.010</a> | REGULAR-NON UNION          | 1,939.45                    | 0.00                      | 2.74                                     | 3.00                           | 0.00                                | -3.00                            | -100.00% |
| <a href="#">145.8050.5020.010</a> | OVERTIME-NON UNION         | 321.24                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5101.010</a> | SOCIAL SECURITY-NON UNION  | 132.89                      | 0.00                      | 0.17                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5102.010</a> | MEDICARE-NON UNION         | 31.08                       | 0.00                      | 0.04                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5111.010</a> | IPERS-NON UNION            | 213.40                      | 0.00                      | 0.26                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5121.010</a> | GRP INSUR-NON UNION        | 214.46                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8050.5123.010</a> | WORKCOMP-NON UNION         | 21.48                       | 0.00                      | 0.02                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5010.010</a> | REGULAR-NON UNION          | 5,083.60                    | 0.00                      | 21.17                                    | 21.00                          | 0.00                                | -21.00                           | -100.00% |
| <a href="#">145.8065.5010.040</a> | REGULAR-PPME UNION         | 6,268.67                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5020.010</a> | OVERTIME-NON UNION         | 3.18                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5020.040</a> | OVERTIME-PPME UNION        | 1,584.60                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5101.010</a> | SOCIAL SECURITY-NON UNION  | 308.22                      | 0.00                      | 0.44                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5101.040</a> | SOCIAL SECURITY-PPME UNION | 464.43                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5102.010</a> | MEDICARE-NON UNION         | 72.28                       | 0.00                      | 0.29                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5102.040</a> | MEDICARE-PPME UNION        | 108.62                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5111.010</a> | IPERS-NON UNION            | 479.15                      | 0.00                      | 1.97                                     | 2.00                           | 0.00                                | -2.00                            | -100.00% |
| <a href="#">145.8065.5111.040</a> | IPERS-PPME UNION           | 741.37                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5121.010</a> | GRP INSUR-NON UNION        | 259.51                      | 0.00                      | 0.41                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5121.040</a> | GRP INSUR-PPME UNION       | 1,616.71                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5123.010</a> | WORKCOMP-NON UNION         | 77.18                       | 0.00                      | 0.08                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5123.040</a> | WORKCOMP-PPME UNION        | 141.07                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5132.000</a> | CLOTHING EXPENSE           | 88.18                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5570.000</a> | VEHICLE GAS                | 133.38                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5571.000</a> | VEHICLE DIESEL FUEL        | 190.14                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8065.5600.000</a> | OPERATING SUPPLIES         | 281.88                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5010.040</a> | REGULAR-PPME UNION         | 2,657.81                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5030.070</a> | PART-TIME TEMPORARY        | 114.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5101.040</a> | SOCIAL SECURITY-PPME UNION | 149.16                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5101.070</a> | SOCIAL SECURITY-PT TEMP    | 7.07                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5102.040</a> | MEDICARE-PPME UNION        | 34.88                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5102.070</a> | MEDICARE-TEMPORARY         | 1.65                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5111.040</a> | IPERS-PPME UNION           | 250.87                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5121.040</a> | GRP INSUR-PPME UNION       | 707.85                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5123.040</a> | WORKCOMP-PPME UNION        | 85.90                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.8070.5123.070</a> | WORKCOMP-TEMPORARY         | 1.27                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">145.9000.7500.125</a> | TRANSFER OUT - TIF         | 0.00                        | 0.00                      | 140,000.00                               | 140,000.00                     | 0.00                                | -140,000.00                      | -100.00% |

# Budget Comparison Report

| Account Number                    |                                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Parent Budget  |                                     | Comparison 1<br>to Parent Budget |                 |
|-----------------------------------|-------------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
|                                   |                                           |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %               |
| <a href="#">145.9000.7500.360</a> | TRANSFER OUT - 2019 BOND                  | 0.00                        | 0.00                      | 0.00                                     | 23,267.00                      | 0.00                                | -23,267.00                       | -100.00%        |
| <a href="#">145.9000.7500.383</a> | TRANSFER OUT - COLISEUM                   | 0.00                        | 0.00                      | 0.00                                     | 923,092.00                     | 0.00                                | -923,092.00                      | -100.00%        |
|                                   | <b>Total Expense:</b>                     | <b>3,541,951.66</b>         | <b>0.00</b>               | <b>649,491.91</b>                        | <b>2,185,850.00</b>            | <b>0.00</b>                         | <b>-2,185,850.00</b>             | <b>-100.00%</b> |
|                                   | <b>Total Fund: 145 - TORNADO GENERAL:</b> | <b>600,160.23</b>           | <b>3,323,960.00</b>       | <b>-353,640.67</b>                       | <b>-1,058,864.00</b>           | <b>458,704.00</b>                   | <b>1,517,568.00</b>              | <b>-143.32%</b> |
| <b>Fund: 146 - FEMA VALOR</b>     |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                    |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">146.5900.4310.000</a> | FED OPER GRANT                            | 0.00                        | 0.00                      | 8,103.40                                 | 8,103.00                       | 53,543.00                           | 45,440.00                        | 560.78%         |
| <a href="#">146.5900.4330.000</a> | STATE OPER GRANT                          | 17,392.83                   | 0.00                      | 0.00                                     | 0.00                           | 1,081.00                            | 1,081.00                         | 0.00%           |
| <a href="#">146.5900.4875.000</a> | RFNDS/REIMB: HOUSING                      | 1,222.51                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.9000.6500.121</a> | TRANSFER IN FROM LOST                     | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 1,622.00                            | 1,622.00                         | 0.00%           |
|                                   | <b>Total Revenue:</b>                     | <b>18,615.34</b>            | <b>0.00</b>               | <b>8,103.40</b>                          | <b>8,103.00</b>                | <b>56,246.00</b>                    | <b>48,143.00</b>                 | <b>594.14%</b>  |
| <b>Expense</b>                    |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">146.5900.5010.010</a> | REGULAR-NON UNION                         | 39,691.13                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5101.010</a> | SOCIAL SECURITY-NON UNION                 | 2,322.30                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5102.010</a> | MEDICARE-NON UNION                        | 543.10                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5111.010</a> | IPERS-NON UNION                           | 3,746.80                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5121.010</a> | GRP INSUR-NON UNION                       | 6,646.64                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5123.010</a> | WORKCOMP-NON UNION                        | 36.45                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5261.000</a> | RESIDENTIAL CLEANUP                       | 92.70                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5360.000</a> | POSTAGE & SHIPPING                        | 300.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5600.000</a> | OPERATING SUPPLIES                        | 29,137.02                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5605.000</a> | OFFICE SUPPLIES                           | 257.60                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">146.5900.5980.000</a> | REFUNDS/REIMB                             | 190.16                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
|                                   | <b>Total Expense:</b>                     | <b>82,963.90</b>            | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>                      | <b>0.00%</b>    |
|                                   | <b>Total Fund: 146 - FEMA VALOR:</b>      | <b>-64,348.56</b>           | <b>0.00</b>               | <b>8,103.40</b>                          | <b>8,103.00</b>                | <b>56,246.00</b>                    | <b>48,143.00</b>                 | <b>594.14%</b>  |
| <b>Fund: 147 - FEMA DEMO</b>      |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                    |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">147.1075.4310.000</a> | FED OPER GRANT                            | 0.00                        | 1,008,321.00              | 0.00                                     | 0.00                           | 45,000.00                           | 45,000.00                        | 0.00%           |
| <a href="#">147.1075.4330.000</a> | STATE OPER GRANT                          | 0.00                        | 134,443.00                | 0.00                                     | 0.00                           | 6,000.00                            | 6,000.00                         | 0.00%           |
| <a href="#">147.1075.4875.000</a> | RFNDS/REIMB: NUISANCE                     | 10,000.00                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">147.9000.6500.121</a> | TRANSFER IN FROM LOST                     | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 9,000.00                            | 9,000.00                         | 0.00%           |
| <a href="#">147.9000.6500.355</a> | Transfer from D&D                         | 0.00                        | 0.00                      | 0.00                                     | 30,875.00                      | 0.00                                | -30,875.00                       | -100.00%        |
|                                   | <b>Total Revenue:</b>                     | <b>10,000.00</b>            | <b>1,142,764.00</b>       | <b>0.00</b>                              | <b>30,875.00</b>               | <b>60,000.00</b>                    | <b>29,125.00</b>                 | <b>94.33%</b>   |
| <b>Expense</b>                    |                                           |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">147.1075.5010.010</a> | REGULAR-NON UNION                         | 6,706.72                    | 0.00                      | 304.37                                   | 304.00                         | 0.00                                | -304.00                          | -100.00%        |
| <a href="#">147.1075.5101.010</a> | SOCIAL SECURITY-NON UNION                 | 395.83                      | 0.00                      | 18.14                                    | 18.00                          | 0.00                                | -18.00                           | -100.00%        |
| <a href="#">147.1075.5102.010</a> | MEDICARE-NON UNION                        | 92.58                       | 0.00                      | 4.24                                     | 4.00                           | 0.00                                | -4.00                            | -100.00%        |

# Budget Comparison Report

| Account Number                                   |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |                 |
|--------------------------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|-----------------|
|                                                  |                            |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %               |
| <a href="#">147.1075.5111.010</a>                | IPERS-NON UNION            | 633.11                      | 0.00                      | 28.73                                    | 29.00                                           | 0.00                                | -29.00                           | -100.00%        |
| <a href="#">147.1075.5121.010</a>                | GRP INSUR-NON UNION        | 891.90                      | 0.00                      | 31.16                                    | 31.00                                           | 0.00                                | -31.00                           | -100.00%        |
| <a href="#">147.1075.5123.010</a>                | WORKCOMP-NON UNION         | 12.94                       | 0.00                      | 0.21                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">147.1075.5233.000</a>                | ENGINEERING FEES           | 30,875.13                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">147.1075.5264.000</a>                | RESIDENTIAL DEMOLITION     | 0.00                        | 1,150,000.00              | 0.00                                     | 60,881.00                                       | 0.00                                | -60,881.00                       | -100.00%        |
| <a href="#">147.1075.5342.000</a>                | CONTRACT-OUTSIDE HELP      | 0.00                        | 57,500.00                 | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">147.1075.5370.000</a>                | PRINTING & BINDING         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">147.1075.5605.000</a>                | OFFICE SUPPLIES            | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <b>Total Expense:</b>                            |                            | <b>39,608.21</b>            | <b>1,207,500.00</b>       | <b>386.85</b>                            | <b>61,267.00</b>                                | <b>0.00</b>                         | <b>-61,267.00</b>                | <b>-100.00%</b> |
| <b>Total Fund: 147 - FEMA DEMO:</b>              |                            | <b>-29,608.21</b>           | <b>-64,736.00</b>         | <b>-386.85</b>                           | <b>-30,392.00</b>                               | <b>60,000.00</b>                    | <b>90,392.00</b>                 | <b>-297.42%</b> |
| <b>Fund: 150 - COPS FAST GRANTS</b>              |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <b>Revenue</b>                                   |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">150.1010.4350.000</a>                | LOCAL/COUNTY GRANTS        | 49,745.19                   | 55,000.00                 | 21,175.54                                | 55,000.00                                       | 55,000.00                           | 0.00                             | 0.00%           |
| <a href="#">150.9000.6500.001</a>                | TRANSFER IN - GEN          | 1.25                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <b>Total Revenue:</b>                            |                            | <b>49,746.44</b>            | <b>55,000.00</b>          | <b>21,175.54</b>                         | <b>55,000.00</b>                                | <b>55,000.00</b>                    | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Expense</b>                                   |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">150.1010.5010.020</a>                | REGULAR-POLICE UNION       | 49,322.52                   | 34,233.00                 | 23,598.52                                | 34,233.00                                       | 35,175.64                           | 942.64                           | 2.75%           |
| <a href="#">150.1010.5102.020</a>                | MEDICARE-POLICE UNION      | -17.90                      | 496.00                    | 479.67                                   | 496.00                                          | 510.05                              | 14.05                            | 2.83%           |
| <a href="#">150.1010.5113.020</a>                | RETIREMENT-POLICE UNION    | -312.80                     | 8,356.00                  | 8,347.99                                 | 8,356.00                                        | 8,902.95                            | 546.95                           | 6.55%           |
| <a href="#">150.1010.5121.020</a>                | GRP INSUR-POLICE UNION     | -273.25                     | 6,881.00                  | 6,648.00                                 | 6,881.00                                        | 6,648.00                            | -233.00                          | -3.39%          |
| <a href="#">150.1010.5123.020</a>                | WORKCOMP-POLICE UNION      | -17.94                      | 479.00                    | 441.94                                   | 479.00                                          | 492.46                              | 13.46                            | 2.81%           |
| <a href="#">150.1010.5570.000</a>                | VEHICLE GAS                | 114.98                      | 100.00                    | 23.69                                    | 100.00                                          | 100.00                              | 0.00                             | 0.00%           |
| <b>Total Expense:</b>                            |                            | <b>48,815.61</b>            | <b>50,545.00</b>          | <b>39,539.81</b>                         | <b>50,545.00</b>                                | <b>51,829.10</b>                    | <b>1,284.10</b>                  | <b>2.54%</b>    |
| <b>Total Fund: 150 - COPS FAST GRANTS:</b>       |                            | <b>930.83</b>               | <b>4,455.00</b>           | <b>-18,364.27</b>                        | <b>4,455.00</b>                                 | <b>3,170.90</b>                     | <b>-1,284.10</b>                 | <b>-28.82%</b>  |
| <b>Fund: 151 - DEPT OF JUSTICE GRANTS</b>        |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <b>Revenue</b>                                   |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">151.1010.4310.000</a>                | POLICE FED OPER GRNT/REIMB | 1,383.50                    | 3,000.00                  | 604.69                                   | 5,127.63                                        | 3,500.00                            | -1,627.63                        | -31.74%         |
| <a href="#">151.1010.4315.000</a>                | POLICE FED CAP GRT         | 21,822.00                   | 20,000.00                 | 1,205.00                                 | 18,918.00                                       | 20,000.00                           | 1,082.00                         | 5.72%           |
| <b>Total Revenue:</b>                            |                            | <b>23,205.50</b>            | <b>23,000.00</b>          | <b>1,809.69</b>                          | <b>24,045.63</b>                                | <b>23,500.00</b>                    | <b>-545.63</b>                   | <b>-2.27%</b>   |
| <b>Expense</b>                                   |                            |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">151.1010.5331.000</a>                | PAYMENTS-OTHER ENTITIES    | 10,911.00                   | 10,000.00                 | 0.00                                     | 9,459.00                                        | 10,000.00                           | 541.00                           | 5.72%           |
| <a href="#">151.1010.5718.000</a>                | MINOR EQUIP, UNCLASSIFIED  | 2,719.50                    | 13,000.00                 | 344.50                                   | 14,586.63                                       | 13,500.00                           | -1,086.63                        | -7.45%          |
| <a href="#">151.1010.5750.000</a>                | OTHER CAP EQUIP > \$5,000  | 19,908.91                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <b>Total Expense:</b>                            |                            | <b>33,539.41</b>            | <b>23,000.00</b>          | <b>344.50</b>                            | <b>24,045.63</b>                                | <b>23,500.00</b>                    | <b>-545.63</b>                   | <b>-2.27%</b>   |
| <b>Total Fund: 151 - DEPT OF JUSTICE GRANTS:</b> |                            | <b>-10,333.91</b>           | <b>0.00</b>               | <b>1,465.19</b>                          | <b>0.00</b>                                     | <b>0.00</b>                         | <b>0.00</b>                      | <b>0.00%</b>    |



## Budget Comparison Report

|                                               |                             |                |              |              | Comparison 1      | Comparison 1     |            |          |
|-----------------------------------------------|-----------------------------|----------------|--------------|--------------|-------------------|------------------|------------|----------|
|                                               |                             |                |              |              | Budget            | to Parent Budget |            |          |
|                                               |                             |                |              |              | Parent Budget     |                  |            |          |
|                                               |                             |                |              |              | 2019-2020         | 2020-2021        | Increase / | %        |
|                                               |                             |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease) |          |
|                                               |                             |                |              |              |                   | Request          |            |          |
| Account Number                                |                             | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |            |          |
|                                               |                             | Total Activity | Total Budget | YTD Activity |                   |                  |            |          |
|                                               |                             |                |              | Through Dec  |                   |                  |            |          |
| Fund: 152 - POLICE UNDESIGNATED GRANTS        |                             |                |              |              |                   |                  |            |          |
| Revenue                                       |                             |                |              |              |                   |                  |            |          |
| <a href="#">152.1010.4310.000</a>             | POLICE FED OPER GRNT/REIMB  | 88,736.81      | 91,553.00    | 27,344.37    | 91,553.00         | 91,553.00        | 0.00       | 0.00%    |
| <a href="#">152.1010.4330.000</a>             | POLICE STATE OPER GRNT/REIM | 594.83         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.4875.000</a>             | REFUNDS:REIMBURSEMENTS      | 19.52          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.9000.6500.001</a>             | TR FRM GENERAL              | 869.60         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.9000.6500.153</a>             | TRANSFER FROM FUND 153      | 516.20         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| Total Revenue:                                |                             | 90,736.96      | 91,553.00    | 27,344.37    | 91,553.00         | 91,553.00        | 0.00       | 0.00%    |
| Expense                                       |                             |                |              |              |                   |                  |            |          |
| <a href="#">152.1010.5010.020</a>             | REGULAR-POLICE UNION        | 69,403.00      | 69,403.00    | 47,382.95    | 69,403.00         | 69,403.00        | 0.00       | 0.00%    |
| <a href="#">152.1010.5021.020</a>             | EXTRA DUTY-POLICE UNION     | 8,625.93       | 7,000.00     | 7,530.67     | 12,000.00         | 7,000.00         | -5,000.00  | -41.67%  |
| <a href="#">152.1010.5102.020</a>             | MEDICARE-POLICE UNION       | 0.00           | 0.00         | 42.46        | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.5113.020</a>             | RETIREMENT-POLICE UNION     | 0.00           | 0.00         | 545.92       | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.5121.020</a>             | GRP INSUR-POLICE UNION      | 0.00           | 0.00         | 503.74       | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.5123.020</a>             | WORKCOMP-POLICE UNION       | 0.00           | 0.00         | 39.37        | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.5460.000</a>             | CONFERENCE EXPENSE          | 659.00         | 750.00       | 200.00       | 1,000.00          | 1,000.00         | 0.00       | 0.00%    |
| <a href="#">152.1010.5461.000</a>             | TRAVEL-AIRFARE              | 618.90         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">152.1010.5462.000</a>             | TRAVEL - OTHER              | 0.00           | 0.00         | 31.00        | 31.00             | 0.00             | -31.00     | -100.00% |
| <a href="#">152.1010.5464.000</a>             | TRAVEL - PER DIEM           | 135.77         | 0.00         | 136.38       | 136.38            | 0.00             | -136.38    | -100.00% |
| <a href="#">152.1010.5465.000</a>             | TRAVEL - HOTEL/MOTEL        | 835.50         | 0.00         | 367.32       | 367.32            | 0.00             | -367.32    | -100.00% |
| <a href="#">152.1010.5718.000</a>             | MINOR EQUIP, UNCLASSIFIED   | 1,500.00       | 17,000.00    | 0.00         | 0.00              | 4,500.00         | 4,500.00   | 0.00%    |
| <a href="#">152.1010.5750.000</a>             | OTHER CAP EQUIP > \$5,000   | 4,500.00       | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| Total Expense:                                |                             | 86,278.10      | 94,153.00    | 56,779.81    | 82,937.70         | 81,903.00        | -1,034.70  | -1.25%   |
| Total Fund: 152 - POLICE UNDESIGNATED GRANTS: |                             | 4,458.86       | -2,600.00    | -29,435.44   | 8,615.30          | 9,650.00         | 1,034.70   | 12.01%   |
| Fund: 153 - POLICE DEPT DONATION FUND         |                             |                |              |              |                   |                  |            |          |
| Revenue                                       |                             |                |              |              |                   |                  |            |          |
| <a href="#">153.1010.4820.000</a>             | POLICE DEPT CONTRIBS        | 58,215.33      | 2,000.00     | 9,456.93     | 8,000.00          | 2,000.00         | -6,000.00  | -75.00%  |
| <a href="#">153.1010.4875.000</a>             | REFUNDS:REIMBURSEMENTS      | 25.84          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">153.6021.4610.000</a>             | INTEREST ON INVESTMENTS     | 3,142.46       | 700.00       | 585.52       | 700.00            | 700.00           | 0.00       | 0.00%    |
| Total Revenue:                                |                             | 61,383.63      | 2,700.00     | 10,042.45    | 8,700.00          | 2,700.00         | -6,000.00  | -68.97%  |
| Expense                                       |                             |                |              |              |                   |                  |            |          |
| <a href="#">153.1010.5132.000</a>             | CLOTHING EXPENSE            | 107,326.32     | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">153.1010.5280.000</a>             | DUES, MEMBER, SUBSCRIPTN    | 300.00         | 200.00       | 100.00       | 200.00            | 200.00           | 0.00       | 0.00%    |
| <a href="#">153.1010.5321.000</a>             | K9 EXPENSES                 | 0.00           | 0.00         | 145.95       | 145.95            | 0.00             | -145.95    | -100.00% |
| <a href="#">153.1010.5344.000</a>             | CONTRACT-MAINTENANCE        | 750.00         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">153.1010.5347.000</a>             | CONTRACT - SOFTWARE MAINT   | 0.00           | 0.00         | 846.00       | 846.00            | 0.00             | -846.00    | -100.00% |
| <a href="#">153.1010.5410.000</a>             | REPAIRS & MAINTENANCE       | 341.25         | 0.00         | 350.00       | 350.00            | 0.00             | -350.00    | -100.00% |
| <a href="#">153.1010.5460.000</a>             | CONFERENCE EXPENSE          | 400.00         | 1,000.00     | 200.00       | 1,000.00          | 1,000.00         | 0.00       | 0.00%    |

# Budget Comparison Report

|                                              |                           |                |              |              | Comparison 1      | Comparison 1     |            |          |
|----------------------------------------------|---------------------------|----------------|--------------|--------------|-------------------|------------------|------------|----------|
|                                              |                           |                |              |              | Budget            | to Parent Budget |            |          |
|                                              |                           |                |              |              | Parent Budget     |                  | %          |          |
|                                              |                           |                |              |              | 2019-2020         | 2020-2021        | Increase / |          |
|                                              |                           |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease) |          |
|                                              |                           |                |              |              |                   | Request          |            |          |
| Account Number                               |                           | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |            |          |
|                                              |                           | Total Activity | Total Budget | YTD Activity |                   |                  |            |          |
|                                              |                           |                |              | Through Dec  |                   |                  |            |          |
| <a href="#">153.1010.5464.000</a>            | TRAVEL - PER DIEM         | 318.80         | 250.00       | 69.71        | 250.00            | 250.00           | 0.00       | 0.00%    |
| <a href="#">153.1010.5465.000</a>            | TRAVEL - HOTEL/MOTEL      | 244.16         | 1,500.00     | 553.28       | 1,500.00          | 1,500.00         | 0.00       | 0.00%    |
| <a href="#">153.1010.5570.000</a>            | VEHICLE GAS               | 167.06         | 500.00       | 214.73       | 500.00            | 500.00           | 0.00       | 0.00%    |
| <a href="#">153.1010.5600.000</a>            | OPERATING SUPPLIES        | 1,329.00       | 2,500.00     | 2,850.22     | 3,000.00          | 2,500.00         | -500.00    | -16.67%  |
| <a href="#">153.1010.5601.000</a>            | PROMOTION/PROGRAM SPPLY   | 2,112.22       | 2,500.00     | 0.00         | 2,500.00          | 2,500.00         | 0.00       | 0.00%    |
| <a href="#">153.1010.5718.000</a>            | MINOR EQUIP, UNCLASSIFIED | 4,177.97       | 1,000.00     | 9,254.93     | 9,000.00          | 1,000.00         | -8,000.00  | -88.89%  |
| <a href="#">153.9000.7500.001</a>            | TRANSFER OUT - GEN        | 15.00          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">153.9000.7500.152</a>            | TRANSFER TO FUND 152      | 516.20         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| Total Expense:                               |                           | 117,997.98     | 9,450.00     | 14,584.82    | 19,291.95         | 9,450.00         | -9,841.95  | -51.02%  |
| Total Fund: 153 - POLICE DEPT DONATION FUND: |                           | -56,614.35     | -6,750.00    | -4,542.37    | -10,591.95        | -6,750.00        | 3,841.95   | -36.27%  |
| Fund: 156 - FIRE DEPT DONATION FUND          |                           |                |              |              |                   |                  |            |          |
| Revenue                                      |                           |                |              |              |                   |                  |            |          |
| <a href="#">156.1050.4820.000</a>            | FIRE DEPT CONTRIBS        | 2,005.00       | 5,000.00     | 1,950.00     | 2,000.00          | 2,000.00         | 0.00       | 0.00%    |
| <a href="#">156.6021.4610.000</a>            | INTEREST ON INVESTMENTS   | 199.43         | 0.00         | 52.62        | 0.00              | 0.00             | 0.00       | 0.00%    |
| Total Revenue:                               |                           | 2,204.43       | 5,000.00     | 2,002.62     | 2,000.00          | 2,000.00         | 0.00       | 0.00%    |
| Expense                                      |                           |                |              |              |                   |                  |            |          |
| <a href="#">156.1050.5132.000</a>            | CLOTHING EXPENSE          | 9,623.87       | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">156.1050.5450.000</a>            | TELEPHONE/OTHER COMMCTN   | 423.35         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">156.1050.5600.000</a>            | OPERATING SUPPLIES        | 0.00           | 0.00         | 1,994.64     | 1,995.00          | 0.00             | -1,995.00  | -100.00% |
| <a href="#">156.1050.5601.000</a>            | PROMOTION/PROGRAM SPPLY   | 0.00           | 5,000.00     | 0.00         | 2,175.00          | 5,000.00         | 2,825.00   | 129.89%  |
| <a href="#">156.1050.5718.000</a>            | MINOR EQUIP, UNCLASSIFIED | 0.00           | 0.00         | 826.99       | 830.00            | 0.00             | -830.00    | -100.00% |
| Total Expense:                               |                           | 10,047.22      | 5,000.00     | 2,821.63     | 5,000.00          | 5,000.00         | 0.00       | 0.00%    |
| Total Fund: 156 - FIRE DEPT DONATION FUND:   |                           | -7,842.79      | 0.00         | -819.01      | -3,000.00         | -3,000.00        | 0.00       | 0.00%    |
| Fund: 157 - FIRE DEPT GRANTS                 |                           |                |              |              |                   |                  |            |          |
| Revenue                                      |                           |                |              |              |                   |                  |            |          |
| <a href="#">157.6021.4610.000</a>            | INTEREST ON INVESTMENTS   | 115.00         | 60.00        | 29.60        | 60.00             | 60.00            | 0.00       | 0.00%    |
| Total Revenue:                               |                           | 115.00         | 60.00        | 29.60        | 60.00             | 60.00            | 0.00       | 0.00%    |
| Total Fund: 157 - FIRE DEPT GRANTS:          |                           | 115.00         | 60.00        | 29.60        | 60.00             | 60.00            | 0.00       | 0.00%    |
| Fund: 160 - ECONOMIC DEVELOPMENT GIFT        |                           |                |              |              |                   |                  |            |          |
| Revenue                                      |                           |                |              |              |                   |                  |            |          |
| <a href="#">160.6021.4610.000</a>            | INTEREST ON INVESTMENTS   | 1,247.66       | 350.00       | 321.07       | 350.00            | 350.00           | 0.00       | 0.00%    |
| Total Revenue:                               |                           | 1,247.66       | 350.00       | 321.07       | 350.00            | 350.00           | 0.00       | 0.00%    |
| Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT: |                           | 1,247.66       | 350.00       | 321.07       | 350.00            | 350.00           | 0.00       | 0.00%    |

# Budget Comparison Report

|                                               |                                                      |                             |                           |                                          | Comparison 1<br>Budget         | Comparison 1<br>to Parent Budget    |                          |                |
|-----------------------------------------------|------------------------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|--------------------------|----------------|
|                                               |                                                      |                             |                           |                                          | Parent Budget                  |                                     |                          |                |
|                                               |                                                      |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease) | %              |
| Account Number                                |                                                      | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec |                                |                                     |                          |                |
| <b>Fund: 161 - SURETY DEPOSITS/SUBDIVIDER</b> |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <b>Revenue</b>                                |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <a href="#">161.6021.4610.000</a>             | INTEREST ON INVESTMENTS                              | 260.29                      | 185.00                    | 66.98                                    | 185.00                         | 185.00                              | 0.00                     | 0.00%          |
|                                               | <b>Total Revenue:</b>                                | <b>260.29</b>               | <b>185.00</b>             | <b>66.98</b>                             | <b>185.00</b>                  | <b>185.00</b>                       | <b>0.00</b>              | <b>0.00%</b>   |
|                                               | <b>Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:</b> | <b>260.29</b>               | <b>185.00</b>             | <b>66.98</b>                             | <b>185.00</b>                  | <b>185.00</b>                       | <b>0.00</b>              | <b>0.00%</b>   |
| <b>Fund: 170 - LIBRARY DONATION FUND</b>      |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <b>Revenue</b>                                |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <a href="#">170.4010.4820.000</a>             | LIBRARY DONATIONS                                    | 34,321.13                   | 20,000.00                 | 13,522.26                                | 19,250.00                      | 20,000.00                           | 750.00                   | 3.90%          |
| <a href="#">170.4010.4822.000</a>             | LIBRARY GENELOGY DONATNS                             | 77.55                       | 0.00                      | 39.75                                    | 50.00                          | 0.00                                | -50.00                   | -100.00%       |
| <a href="#">170.4010.4823.000</a>             | MEMORIAL BOOK DONATIONS                              | 3,537.62                    | 0.00                      | 1,601.66                                 | 2,000.00                       | 0.00                                | -2,000.00                | -100.00%       |
| <a href="#">170.4010.4875.000</a>             | RFNDS/REIMB: LIBRARY                                 | 84.41                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%          |
| <a href="#">170.6021.4610.000</a>             | INTEREST ON INVESTMENTS                              | 2,460.55                    | 1,300.00                  | 690.39                                   | 1,300.00                       | 1,300.00                            | 0.00                     | 0.00%          |
|                                               | <b>Total Revenue:</b>                                | <b>40,481.26</b>            | <b>21,300.00</b>          | <b>15,854.06</b>                         | <b>22,600.00</b>               | <b>21,300.00</b>                    | <b>-1,300.00</b>         | <b>-5.75%</b>  |
| <b>Expense</b>                                |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <a href="#">170.4010.5331.000</a>             | PAYMENTS-OTHER ENTITIES                              | 179.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%          |
| <a href="#">170.4010.5343.000</a>             | CONTRACT-PROMOTIONS/PGM                              | 198.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%          |
| <a href="#">170.4010.5600.000</a>             | OPERATING SUPPLIES                                   | 0.00                        | 1,500.00                  | 2,800.00                                 | 2,800.00                       | 1,500.00                            | -1,300.00                | -46.43%        |
| <a href="#">170.4010.5601.000</a>             | PROMOTION/PROGRAM SPPLY                              | 5,403.65                    | 10,000.00                 | 2,152.00                                 | 10,000.00                      | 10,000.00                           | 0.00                     | 0.00%          |
| <a href="#">170.4010.5612.000</a>             | COMPUTER COMPONENTS                                  | 0.00                        | 1,100.00                  | 0.00                                     | 1,100.00                       | 1,100.00                            | 0.00                     | 0.00%          |
| <a href="#">170.4010.5732.000</a>             | LIBRARY BOOKS, FILM RCRD                             | 20,810.40                   | 20,000.00                 | 9,159.73                                 | 20,000.00                      | 20,000.00                           | 0.00                     | 0.00%          |
| <a href="#">170.4010.5734.000</a>             | MEMORIAL BOOKS                                       | 1,002.47                    | 0.00                      | 611.39                                   | 0.00                           | 0.00                                | 0.00                     | 0.00%          |
| <a href="#">170.4010.5750.000</a>             | OTHER CAP EQUIP > \$5,000                            | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 25,000.00                           | 25,000.00                | 0.00%          |
|                                               | <b>Total Expense:</b>                                | <b>27,593.52</b>            | <b>32,600.00</b>          | <b>14,723.12</b>                         | <b>33,900.00</b>               | <b>57,600.00</b>                    | <b>23,700.00</b>         | <b>69.91%</b>  |
|                                               | <b>Total Fund: 170 - LIBRARY DONATION FUND:</b>      | <b>12,887.74</b>            | <b>-11,300.00</b>         | <b>1,130.94</b>                          | <b>-11,300.00</b>              | <b>-36,300.00</b>                   | <b>-25,000.00</b>        | <b>221.24%</b> |
| <b>Fund: 177 - SEIZED ASSETS (POLICE)</b>     |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <b>Revenue</b>                                |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <a href="#">177.1010.4862.000</a>             | \$ SEIZED ASSETS                                     | 15,874.00                   | 2,500.00                  | -2,504.00                                | 847.00                         | 2,500.00                            | 1,653.00                 | 195.16%        |
| <a href="#">177.1010.4863.000</a>             | ABANDONED ASSETS                                     | 1,181.68                    | 500.00                    | 33.18                                    | 33.18                          | 500.00                              | 466.82                   | 1,406.93%      |
| <a href="#">177.6021.4610.000</a>             | INTEREST ON INVESTMENTS                              | 1,589.96                    | 1,300.00                  | 547.23                                   | 1,300.00                       | 1,300.00                            | 0.00                     | 0.00%          |
|                                               | <b>Total Revenue:</b>                                | <b>18,645.64</b>            | <b>4,300.00</b>           | <b>-1,923.59</b>                         | <b>2,180.18</b>                | <b>4,300.00</b>                     | <b>2,119.82</b>          | <b>97.23%</b>  |
| <b>Expense</b>                                |                                                      |                             |                           |                                          |                                |                                     |                          |                |
| <a href="#">177.1010.5331.000</a>             | PAYMENTS-OTHER ENTITIES                              | 4,889.40                    | 1,000.00                  | 369.40                                   | 3,800.00                       | 1,000.00                            | -2,800.00                | -73.68%        |
| <a href="#">177.1010.5605.000</a>             | OFFICE SUPPLIES                                      | 0.00                        | 0.00                      | 16.64                                    | 16.64                          | 0.00                                | -16.64                   | -100.00%       |
| <a href="#">177.1010.5703.000</a>             | MINOR COMPUTER                                       | 0.00                        | 0.00                      | 0.00                                     | 5,000.00                       | 0.00                                | -5,000.00                | -100.00%       |
| <a href="#">177.1010.5718.000</a>             | MINOR EQUIP, UNCLASSIFIED                            | 5,820.00                    | 3,000.00                  | 0.00                                     | 0.00                           | 3,000.00                            | 3,000.00                 | 0.00%          |
| <a href="#">177.1010.5750.000</a>             | OTHER CAP EQUIP > \$5,000                            | 5,112.50                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%          |

# Budget Comparison Report

| Account Number                                     |                                                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |                 |
|----------------------------------------------------|-----------------------------------------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|-----------------|
|                                                    |                                                           |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %               |
| <a href="#">177.1010.5980.000</a>                  | REFUNDS/REIMB                                             | 1,043.29                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
|                                                    | <b>Total Expense:</b>                                     | <b>16,865.19</b>            | <b>4,000.00</b>           | <b>386.04</b>                            | <b>8,816.64</b>                                 | <b>4,000.00</b>                     | <b>-4,816.64</b>                 | <b>-54.63%</b>  |
|                                                    | <b>Total Fund: 177 - SEIZED ASSETS (POLICE):</b>          | <b>1,780.45</b>             | <b>300.00</b>             | <b>-2,309.63</b>                         | <b>-6,636.46</b>                                | <b>300.00</b>                       | <b>6,936.46</b>                  | <b>-104.52%</b> |
| <b>Fund: 179 - OTHER COMM AND ECON DEVELOPMENT</b> |                                                           |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <b>Revenue</b>                                     |                                                           |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">179.5900.4232.000</a>                  | HSNG - Building Investigation Fe                          | 53.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.4492.000</a>                  | MISC CHARGES                                              | 50.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.4875.000</a>                  | RFNDS/REIMB: HOUSING                                      | 12,128.80                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.6021.4610.000</a>                  | INTEREST ON INVESTMENTS                                   | 2,827.94                    | 0.00                      | 502.40                                   | 400.00                                          | 0.00                                | -400.00                          | -100.00%        |
|                                                    | <b>Total Revenue:</b>                                     | <b>15,059.74</b>            | <b>0.00</b>               | <b>502.40</b>                            | <b>400.00</b>                                   | <b>0.00</b>                         | <b>-400.00</b>                   | <b>-100.00%</b> |
| <b>Expense</b>                                     |                                                           |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">179.5900.5010.010</a>                  | REGULAR-NON UNION                                         | 28,444.67                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5101.010</a>                  | SOCIAL SECURITY-NON UNION                                 | 1,644.56                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5102.010</a>                  | MEDICARE-NON UNION                                        | 384.60                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5111.010</a>                  | IPERS-NON UNION                                           | 2,685.17                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5121.010</a>                  | GRP INSUR-NON UNION                                       | 4,955.26                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5123.010</a>                  | WORKCOMP-NON UNION                                        | 26.06                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5210.000</a>                  | ADVERTISING & LEGAL PUB                                   | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5250.000</a>                  | COURT, RECORD & FILING FEES                               | 348.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5342.000</a>                  | CONTRACT-OUTSIDE HELP                                     | 5,830.00                    | 0.00                      | 4,985.75                                 | 4,985.00                                        | 0.00                                | -4,985.00                        | -100.00%        |
| <a href="#">179.5900.5360.000</a>                  | POSTAGE & SHIPPING                                        | 6.70                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5410.000</a>                  | REPAIRS & MAINTENANCE                                     | 123.00                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5450.000</a>                  | TELEPHONE/OTHER COMMUNCT                                  | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5472.000</a>                  | MILEAGE REIMBURSE                                         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5600.000</a>                  | OPERATING SUPPLIES                                        | 2,071.43                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5605.000</a>                  | OFFICE SUPPLIES                                           | 92.96                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">179.5900.5980.000</a>                  | REFUNDS/REIMB                                             | 42,522.51                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
|                                                    | <b>Total Expense:</b>                                     | <b>89,134.92</b>            | <b>0.00</b>               | <b>4,985.75</b>                          | <b>4,985.00</b>                                 | <b>0.00</b>                         | <b>-4,985.00</b>                 | <b>-100.00%</b> |
|                                                    | <b>Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:</b> | <b>-74,075.18</b>           | <b>0.00</b>               | <b>-4,483.35</b>                         | <b>-4,585.00</b>                                | <b>0.00</b>                         | <b>4,585.00</b>                  | <b>-100.00%</b> |
| <b>Fund: 180 - HOUSING GRANTS</b>                  |                                                           |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <b>Revenue</b>                                     |                                                           |                             |                           |                                          |                                                 |                                     |                                  |                 |
| <a href="#">180.3040.4310.000</a>                  | COMM HLTH FED OPER GRNT                                   | 9,764.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">180.6021.4610.000</a>                  | INTEREST ON INVESTMENTS                                   | 617.71                      | 0.00                      | 166.06                                   | 130.00                                          | 0.00                                | -130.00                          | -100.00%        |
|                                                    | <b>Total Revenue:</b>                                     | <b>10,381.71</b>            | <b>0.00</b>               | <b>166.06</b>                            | <b>130.00</b>                                   | <b>0.00</b>                         | <b>-130.00</b>                   | <b>-100.00%</b> |

# Budget Comparison Report

|                                                   |                            |                             |                           |                                          | Comparison 1<br>Budget         |                                     | Comparison 1<br>to Parent Budget |          |
|---------------------------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|----------|
|                                                   |                            |                             |                           |                                          | Parent Budget                  |                                     | %                                |          |
|                                                   |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| Account Number                                    |                            |                             |                           |                                          |                                |                                     |                                  |          |
| Expense                                           |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">180.9000.7500.189</a>                 | TRANSFER OUT - LEAD #6     | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| Total Expense:                                    |                            | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| Total Fund: 180 - HOUSING GRANTS:                 |                            | 10,381.71                   | 0.00                      | 166.06                                   | 130.00                         | 0.00                                | -130.00                          | -100.00% |
| Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)        |                            |                             |                           |                                          |                                |                                     |                                  |          |
| Expense                                           |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">183.5020.5263.000</a>                 | RESIDENTIAL WEED CONTROL   | 160.00                      | 160.00                    | 0.00                                     | 160.00                         | 160.00                              | 0.00                             | 0.00%    |
| <a href="#">183.5020.5386.000</a>                 | CONTRACT - LAWN CARE       | 680.00                      | 480.00                    | 360.00                                   | 480.00                         | 480.00                              | 0.00                             | 0.00%    |
| Total Expense:                                    |                            | 840.00                      | 640.00                    | 360.00                                   | 640.00                         | 640.00                              | 0.00                             | 0.00%    |
| Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE): |                            | 840.00                      | 640.00                    | 360.00                                   | 640.00                         | 640.00                              | 0.00                             | 0.00%    |
| Fund: 184 - VOUCHERS - 002, 003                   |                            |                             |                           |                                          |                                |                                     |                                  |          |
| Revenue                                           |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">184.5030.4311.000</a>                 | HOUSING-FED OPER GRANT     | 1,023,545.00                | 1,004,000.00              | 367,051.00                               | 904,000.00                     | 904,000.00                          | 0.00                             | 0.00%    |
| <a href="#">184.5030.4312.000</a>                 | FED HSNG-ADMIN-HUD         | 221,593.00                  | 220,308.00                | 88,557.00                                | 172,000.00                     | 173,000.00                          | 1,000.00                         | 0.58%    |
| <a href="#">184.5030.4492.000</a>                 | HOUSING MISC CHRGS         | 1.50                        | 25.00                     | 0.00                                     | 25.00                          | 25.00                               | 0.00                             | 0.00%    |
| <a href="#">184.5030.4611.000</a>                 | HUD INTEREST-ADMIN         | 4,481.22                    | 300.00                    | 641.48                                   | 300.00                         | 300.00                              | 0.00                             | 0.00%    |
| <a href="#">184.5030.4612.000</a>                 | HUD INTEREST - HAP         | 1,671.85                    | 150.00                    | 665.93                                   | 150.00                         | 150.00                              | 0.00                             | 0.00%    |
| <a href="#">184.5030.4875.000</a>                 | RFNDS/REIMB: HOUSING       | 10,749.46                   | 2,000.00                  | 4,065.85                                 | 2,000.00                       | 2,000.00                            | 0.00                             | 0.00%    |
| <a href="#">184.5030.4876.000</a>                 | MISC REV: HOUSING          | 251.00                      | 0.00                      | 60.00                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">184.5030.4878.000</a>                 | REFUNDS/REIMBURSMENTS      | 0.00                        | 155.00                    | 0.00                                     | 155.00                         | 155.00                              | 0.00                             | 0.00%    |
| Total Revenue:                                    |                            | 1,262,293.03                | 1,226,938.00              | 461,041.26                               | 1,078,630.00                   | 1,079,630.00                        | 1,000.00                         | 0.09%    |
| Expense                                           |                            |                             |                           |                                          |                                |                                     |                                  |          |
| <a href="#">184.5030.5010.010</a>                 | REGULAR-NON UNION          | 156,422.68                  | 145,887.00                | 68,617.25                                | 145,887.00                     | 79,513.62                           | -66,373.38                       | -45.50%  |
| <a href="#">184.5030.5101.010</a>                 | SOCIAL SECURITY-NON UNION  | 9,282.82                    | 9,045.00                  | 4,085.13                                 | 9,045.00                       | 4,929.84                            | -4,115.16                        | -45.50%  |
| <a href="#">184.5030.5102.010</a>                 | MEDICARE-NON UNION         | 2,170.87                    | 2,115.00                  | 955.47                                   | 2,115.00                       | 1,152.95                            | -962.05                          | -45.49%  |
| <a href="#">184.5030.5111.010</a>                 | IPERS-NON UNION            | 14,766.24                   | 13,772.00                 | 6,477.51                                 | 13,772.00                      | 7,506.09                            | -6,265.91                        | -45.50%  |
| <a href="#">184.5030.5121.010</a>                 | GRP INSUR-NON UNION        | 22,827.09                   | 18,295.00                 | 8,345.26                                 | 18,295.00                      | 8,556.72                            | -9,738.28                        | -53.23%  |
| <a href="#">184.5030.5123.010</a>                 | WORKCOMP-NON UNION         | 303.46                      | 218.00                    | 115.17                                   | 218.00                         | 118.87                              | -99.13                           | -45.47%  |
| <a href="#">184.5030.5210.000</a>                 | ADVERTISING & LEGAL PUB    | 0.00                        | 200.00                    | 0.00                                     | 200.00                         | 200.00                              | 0.00                             | 0.00%    |
| <a href="#">184.5030.5231.000</a>                 | ACCOUNTING FEES            | 10,032.00                   | 10,032.00                 | 5,016.00                                 | 10,032.00                      | 10,032.00                           | 0.00                             | 0.00%    |
| <a href="#">184.5030.5232.000</a>                 | AUDITING FEES              | 4,540.00                    | 5,000.00                  | 1,300.00                                 | 4,600.00                       | 4,660.00                            | 60.00                            | 1.30%    |
| <a href="#">184.5030.5238.000</a>                 | PROJECT ADMIN-PHA          | 3,688.38                    | 400.00                    | 808.87                                   | 2,000.00                       | 2,000.00                            | 0.00                             | 0.00%    |
| <a href="#">184.5030.5242.000</a>                 | SEC 8 PYMTS-OCCUPIED       | 967,602.00                  | 1,000,000.00              | 442,221.00                               | 900,000.00                     | 900,000.00                          | 0.00                             | 0.00%    |
| <a href="#">184.5030.5246.000</a>                 | SEC 8-TENANT UTILITY REIMB | 3,222.00                    | 4,000.00                  | 1,485.00                                 | 4,000.00                       | 4,000.00                            | 0.00                             | 0.00%    |
| <a href="#">184.5030.5251.000</a>                 | LICENSE & PERMITS          | 30.00                       | 120.00                    | 0.00                                     | 120.00                         | 120.00                              | 0.00                             | 0.00%    |
| <a href="#">184.5030.5280.000</a>                 | DUES, MEMBER, SUBSCRIPTN   | 1,490.28                    | 1,500.00                  | 464.00                                   | 1,500.00                       | 1,500.00                            | 0.00                             | 0.00%    |
| <a href="#">184.5030.5300.000</a>                 | INSURANCE - TORT LIAB      | 561.13                      | 621.00                    | 0.00                                     | 617.00                         | 648.00                              | 31.00                            | 5.02%    |
| <a href="#">184.5030.5342.000</a>                 | CONTRACT-OUTSIDE HELP      | 2,795.21                    | 175.00                    | 1,129.32                                 | 2,500.00                       | 2,500.00                            | 0.00                             | 0.00%    |

# Budget Comparison Report

|                                        |                             |                |              |              | Comparison 1      | Comparison 1     |             |          |
|----------------------------------------|-----------------------------|----------------|--------------|--------------|-------------------|------------------|-------------|----------|
|                                        |                             |                |              |              | Budget            | to Parent Budget |             |          |
|                                        |                             |                |              |              | Parent Budget     |                  | %           |          |
|                                        |                             |                |              |              | 2019-2020         | 2020-2021        | Increase /  |          |
|                                        |                             |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease)  |          |
|                                        |                             |                |              |              |                   | Request          |             |          |
| Account Number                         |                             | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |             |          |
|                                        |                             | Total Activity | Total Budget | YTD Activity |                   |                  |             |          |
|                                        |                             |                |              | Through Dec  |                   |                  |             |          |
| <a href="#">184.5030.5344.000</a>      | CONTRACT-MAINTENANCE        | 2,779.82       | 4,000.00     | 1,715.61     | 4,000.00          | 4,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5347.000</a>      | CONTRACT-SOFTWARE MAINT     | 10,484.00      | 10,000.00    | 11,427.56    | 11,500.00         | 12,000.00        | 500.00      | 4.35%    |
| <a href="#">184.5030.5360.000</a>      | POSTAGE & SHIPPING          | 3,915.43       | 4,000.00     | 1,939.50     | 4,000.00          | 4,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5410.000</a>      | REPAIRS & MAINTENANCE       | 0.00           | 0.00         | 67.70        | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">184.5030.5430.000</a>      | INTERPRETING                | 0.00           | 250.00       | 0.00         | 250.00            | 250.00           | 0.00        | 0.00%    |
| <a href="#">184.5030.5450.000</a>      | TELEPHONE/OTHR COMMNCTN     | 2,209.11       | 2,000.00     | 840.37       | 2,000.00          | 2,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5460.000</a>      | CONFERENCE EXPENSE          | 388.78         | 1,500.00     | 6.75         | 1,500.00          | 500.00           | -1,000.00   | -66.67%  |
| <a href="#">184.5030.5472.000</a>      | MILEAGE REIMBURSE           | 0.00           | 2,000.00     | 0.00         | 2,000.00          | 400.00           | -1,600.00   | -80.00%  |
| <a href="#">184.5030.5600.000</a>      | OPERATING SUPPLIES          | -391.93        | 1,000.00     | -835.00      | 1,000.00          | 1,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5605.000</a>      | OFFICE SUPPLIES             | 503.07         | 1,000.00     | 168.75       | 1,000.00          | 1,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5612.000</a>      | COMPUTER COMPONENTS         | 0.00           | 200.00       | 0.00         | 200.00            | 200.00           | 0.00        | 0.00%    |
| <a href="#">184.5030.5703.000</a>      | MINOR COMPUTER              | 0.00           | 1,000.00     | 0.00         | 1,000.00          | 1,000.00         | 0.00        | 0.00%    |
| <a href="#">184.5030.5704.000</a>      | MINOR SOFTWARE <\$5,000     | 0.00           | 500.00       | 0.00         | 500.00            | 500.00           | 0.00        | 0.00%    |
| <a href="#">184.5030.5718.000</a>      | MINOR EQUIP, UNCLASSIFIED   | 0.00           | 500.00       | 0.00         | 500.00            | 500.00           | 0.00        | 0.00%    |
| Total Expense:                         |                             | 1,219,622.44   | 1,239,330.00 | 556,351.22   | 1,144,351.00      | 1,054,788.09     | -89,562.91  | -7.83%   |
| Total Fund: 184 - VOUCHERS - 002, 003: |                             | 42,670.59      | -12,392.00   | -95,309.96   | -65,721.00        | 24,841.91        | 90,562.91   | -137.80% |
| Fund: 189 - #6 HUD LEAD GRANT          |                             |                |              |              |                   |                  |             |          |
| Revenue                                |                             |                |              |              |                   |                  |             |          |
| <a href="#">189.3040.4310.000</a>      | COMM HLTH FED OPER GRNT     | 28,276.45      | 1,661,132.00 | 83,648.79    | 1,577,703.00      | 1,450,453.00     | -127,250.00 | -8.07%   |
| <a href="#">189.3040.4425.000</a>      | FEES-COMM HEALTH            | 50.00          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">189.3040.4875.000</a>      | RFNDS/REIMB                 | 3,572.74       | 0.00         | 8,453.18     | 8,500.00          | 0.00             | -8,500.00   | -100.00% |
| <a href="#">189.9000.6500.180</a>      | TR IN FROM HOUSING GRANTS   | 0.00           | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| Total Revenue:                         |                             | 31,899.19      | 1,661,132.00 | 92,101.97    | 1,586,203.00      | 1,450,453.00     | -135,750.00 | -8.56%   |
| Expense                                |                             |                |              |              |                   |                  |             |          |
| <a href="#">189.3040.5010.010</a>      | REGULAR-NON UNION           | 25,442.70      | 219,539.00   | 53,754.76    | 219,539.00        | 141,280.72       | -78,258.28  | -35.65%  |
| <a href="#">189.3040.5060.010</a>      | TERM PAYOUTS                | 0.00           | 0.00         | 2,070.79     | 2,071.00          | 0.00             | -2,071.00   | -100.00% |
| <a href="#">189.3040.5101.010</a>      | SOCIAL SECURITY-NON UNION   | 1,495.17       | 13,611.00    | 3,280.47     | 13,611.00         | 8,759.40         | -4,851.60   | -35.64%  |
| <a href="#">189.3040.5102.010</a>      | MEDICARE-NON UNION          | 349.58         | 3,183.00     | 767.34       | 3,183.00          | 2,048.57         | -1,134.43   | -35.64%  |
| <a href="#">189.3040.5111.010</a>      | IPERS-NON UNION             | 2,401.78       | 20,724.00    | 5,074.28     | 20,724.00         | 13,336.90        | -7,387.10   | -35.65%  |
| <a href="#">189.3040.5121.010</a>      | GRP INSUR-NON UNION         | 4,532.40       | 52,293.00    | 9,977.18     | 52,293.00         | 16,354.08        | -35,938.92  | -68.73%  |
| <a href="#">189.3040.5123.010</a>      | WORKCOMP-NON UNION          | 23.41          | 3,576.00     | 35.17        | 3,576.00          | 2,301.46         | -1,274.54   | -35.64%  |
| <a href="#">189.3040.5151.000</a>      | PHYSICALS/IMMUNIZATIONS     | 0.00           | 0.00         | 0.00         | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">189.3040.5210.000</a>      | ADVERTISING & LEGAL PUB     | 23.11          | 0.00         | 112.92       | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">189.3040.5216.000</a>      | BACKGROUND CHECKS           | 0.00           | 0.00         | 25.00        | 0.00              | 0.00             | 0.00        | 0.00%    |
| <a href="#">189.3040.5231.000</a>      | ACCOUNTING FEES             | 3,900.00       | 15,600.00    | 7,800.00     | 15,600.00         | 15,600.00        | 0.00        | 0.00%    |
| <a href="#">189.3040.5232.000</a>      | AUDITING FEES               | 0.00           | 2,000.00     | 0.00         | 0.00              | 3,360.00         | 3,360.00    | 0.00%    |
| <a href="#">189.3040.5250.000</a>      | COURT, RECORD & FILING FEES | 14.00          | 1,000.00     | 296.00       | 1,000.00          | 1,000.00         | 0.00        | 0.00%    |
| <a href="#">189.3040.5251.000</a>      | LICENSE & PERMITS           | 0.00           | 500.00       | 0.00         | 500.00            | 500.00           | 0.00        | 0.00%    |

# Budget Comparison Report

|                                      |                          |            |              |             | Comparison 1      | Comparison 1 |                  |          |
|--------------------------------------|--------------------------|------------|--------------|-------------|-------------------|--------------|------------------|----------|
|                                      |                          |            |              |             | Parent Budget     | Budget       | to Parent Budget |          |
|                                      |                          |            |              |             | 2019-2020         | 2020-2021    | Increase /       | %        |
|                                      |                          |            |              |             | FY2020 Re-Esti... | FY2021 Dept  | (Decrease)       |          |
| Account Number                       |                          |            |              |             |                   | Request      |                  |          |
| <a href="#">189.3040.5290.000</a>    | INSURANCE - GENERAL      | 0.00       | 0.00         | 5,336.84    | 5,337.00          | 5,604.00     | 267.00           | 5.00%    |
| <a href="#">189.3040.5300.000</a>    | INSURANCE - TORT LIAB    | 717.26     | 0.00         | 0.00        | 789.00            | 828.00       | 39.00            | 4.94%    |
| <a href="#">189.3040.5344.000</a>    | CONTRACT-MAINTENANCE     | 0.00       | 0.00         | 129.00      | 0.00              | 0.00         | 0.00             | 0.00%    |
| <a href="#">189.3040.5347.000</a>    | CONTRACT-SOFTWARE MAINT  | 1,748.00   | 7,000.00     | 1,905.32    | 7,000.00          | 7,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5360.000</a>    | POSTAGE & SHIPPING       | 385.00     | 2,500.00     | 7.85        | 2,500.00          | 2,500.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5410.000</a>    | REPAIRS & MAINTENANCE    | 0.00       | 1,000,000.00 | 0.00        | 1,000,000.00      | 1,000,000.00 | 0.00             | 0.00%    |
| <a href="#">189.3040.5415.000</a>    | HEALTH HOME REPAIRS      | 0.00       | 150,000.00   | 0.00        | 150,000.00        | 150,000.00   | 0.00             | 0.00%    |
| <a href="#">189.3040.5430.000</a>    | SUSTENANCE/CARE PERSONS  | 0.00       | 10,000.00    | 0.00        | 10,000.00         | 10,000.00    | 0.00             | 0.00%    |
| <a href="#">189.3040.5433.000</a>    | RELOCATION EXPENSES      | 0.00       | 50,000.00    | 0.00        | 50,000.00         | 50,000.00    | 0.00             | 0.00%    |
| <a href="#">189.3040.5450.000</a>    | TELEPHONE/OTHR COMMNCTN  | 24.86      | 2,280.00     | 166.55      | 2,280.00          | 2,280.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5460.000</a>    | CONFERENCE EXPENSE       | 476.00     | 1,000.00     | 15.00       | 1,000.00          | 1,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5461.000</a>    | TRAVEL-AIRFARE           | 0.00       | 2,000.00     | 0.00        | 2,000.00          | 2,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5464.000</a>    | TRAVEL-PER DIEM          | 497.30     | 1,000.00     | 33.54       | 1,000.00          | 1,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5465.000</a>    | TRAVEL - HOTEL/MOTEL     | 1,801.36   | 3,200.00     | 128.73      | 3,200.00          | 3,200.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5472.000</a>    | MILEAGE REIMBURSE        | 0.00       | 1,200.00     | 171.21      | 1,200.00          | 1,200.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5600.000</a>    | OPERATING SUPPLIES       | 108.12     | 1,800.00     | 415.12      | 1,800.00          | 1,800.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5601.000</a>    | PROMOTION/PROGRAM SPPLY  | 209.32     | 1,000.00     | 349.84      | 1,000.00          | 1,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5604.000</a>    | DUST WIPE/CLRNC SMPLNG   | 0.00       | 1,500.00     | 0.00        | 1,500.00          | 1,500.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5605.000</a>    | OFFICE SUPPLIES          | 584.39     | 2,000.00     | 580.61      | 2,000.00          | 2,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5606.000</a>    | SOIL SAMPLING            | 0.00       | 1,000.00     | 0.00        | 1,000.00          | 1,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5703.000</a>    | MINOR COMPUTER           | 0.00       | 2,000.00     | 878.10      | 2,000.00          | 2,000.00     | 0.00             | 0.00%    |
| <a href="#">189.3040.5704.000</a>    | MINOR SOFTWARE < \$5,000 | 0.00       | 0.00         | 0.00        | 0.00              | 0.00         | 0.00             | 0.00%    |
| Total Expense:                       |                          | 44,733.76  | 1,571,506.00 | 93,311.62   | 1,577,703.00      | 1,450,453.13 | -127,249.87      | -8.07%   |
| Total Fund: 189 - #6 HUD LEAD GRANT: |                          | -12,834.57 | 89,626.00    | -1,209.65   | 8,500.00          | -0.13        | -8,500.13        | -100.00% |
| Report Total:                        |                          | 446,760.16 | 3,234,315.00 | -196,867.69 | -1,207,829.11     | 521,249.69   | 1,729,078.80     | -143.16% |



|                                       |                             |                           |                                          | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %               |
|---------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
| Fund                                  | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                 |
| 119 - EMERGENCY FUND                  | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 6,640.00                            | 6,640.00                         | 0.00%           |
| 125 - TAX INCREMENT FINANCING         | 18,020.03                   | -150,824.00               | 402,199.35                               | -103,735.00                    | -38,862.00                          | 64,873.00                        | -62.54%         |
| 126 - TIF-LMI                         | 0.00                        | 17,552.00                 | 0.00                                     | 17,552.00                      | 10.00                               | -17,542.00                       | -99.94%         |
| 130 - CITY TORT LIABILITY             | 12,131.65                   | -4,000.00                 | -730.92                                  | 0.00                           | -9,525.00                           | -9,525.00                        | 0.00%           |
| 132 - GRANTS-STATE/LOCAL AGENCIES     | -44,255.66                  | 50,000.00                 | -85,520.01                               | 49,517.00                      | 0.00                                | -49,517.00                       | -100.00%        |
| 140 - PARK & REC DONATION FUND        | 28,023.09                   | 900.00                    | 2,826.28                                 | -10,000.00                     | -4,000.00                           | 6,000.00                         | -60.00%         |
| 141 - MTOWN TENNIS ASSOC              | 42.01                       | 20.00                     | 10.82                                    | 20.00                          | 20.00                               | 0.00                             | 0.00%           |
| 142 - SOFTBALL ASSOCIATION FUND       | 12,709.12                   | 0.00                      | -10,948.92                               | 0.00                           | 0.13                                | 0.13                             | 0.00%           |
| 144 - LIVE HEALTHY IOWA               | 1,694.13                    | 149.00                    | -5,126.33                                | 149.00                         | 148.88                              | -0.12                            | -0.08%          |
| 145 - TORNADO GENERAL                 | 600,160.23                  | 3,323,960.00              | -353,640.67                              | -1,058,864.00                  | 458,704.00                          | 1,517,568.00                     | -143.32%        |
| 146 - FEMA VALOR                      | -64,348.56                  | 0.00                      | 8,103.40                                 | 8,103.00                       | 56,246.00                           | 48,143.00                        | 594.14%         |
| 147 - FEMA DEMO                       | -29,608.21                  | -64,736.00                | -386.85                                  | -30,392.00                     | 60,000.00                           | 90,392.00                        | -297.42%        |
| 150 - COPS FAST GRANTS                | 930.83                      | 4,455.00                  | -18,364.27                               | 4,455.00                       | 3,170.90                            | -1,284.10                        | -28.82%         |
| 151 - DEPT OF JUSTICE GRANTS          | -10,333.91                  | 0.00                      | 1,465.19                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| 152 - POLICE UNDESIGNATED GRANTS      | 4,458.86                    | -2,600.00                 | -29,435.44                               | 8,615.30                       | 9,650.00                            | 1,034.70                         | 12.01%          |
| 153 - POLICE DEPT DONATION FUND       | -56,614.35                  | -6,750.00                 | -4,542.37                                | -10,591.95                     | -6,750.00                           | 3,841.95                         | -36.27%         |
| 156 - FIRE DEPT DONATION FUND         | -7,842.79                   | 0.00                      | -819.01                                  | -3,000.00                      | -3,000.00                           | 0.00                             | 0.00%           |
| 157 - FIRE DEPT GRANTS                | 115.00                      | 60.00                     | 29.60                                    | 60.00                          | 60.00                               | 0.00                             | 0.00%           |
| 160 - ECONOMIC DEVELOPMENT GIFT       | 1,247.66                    | 350.00                    | 321.07                                   | 350.00                         | 350.00                              | 0.00                             | 0.00%           |
| 161 - SURETY DEPOSITS/SUBDIVIDER      | 260.29                      | 185.00                    | 66.98                                    | 185.00                         | 185.00                              | 0.00                             | 0.00%           |
| 170 - LIBRARY DONATION FUND           | 12,887.74                   | -11,300.00                | 1,130.94                                 | -11,300.00                     | -36,300.00                          | -25,000.00                       | 221.24%         |
| 177 - SEIZED ASSETS (POLICE)          | 1,780.45                    | 300.00                    | -2,309.63                                | -6,636.46                      | 300.00                              | 6,936.46                         | -104.52%        |
| 179 - OTHER COMM AND ECON DEVELOPM... | -74,075.18                  | 0.00                      | -4,483.35                                | -4,585.00                      | 0.00                                | 4,585.00                         | -100.00%        |
| 180 - HOUSING GRANTS                  | 10,381.71                   | 0.00                      | 166.06                                   | 130.00                         | 0.00                                | -130.00                          | -100.00%        |
| 183 - FY 08 EDI (ECON DEV INCENTIVE)  | 840.00                      | 640.00                    | 360.00                                   | 640.00                         | 640.00                              | 0.00                             | 0.00%           |
| 184 - VOUCHERS - 002, 003             | 42,670.59                   | -12,392.00                | -95,309.96                               | -65,721.00                     | 24,841.91                           | 90,562.91                        | -137.80%        |
| 189 - #6 HUD LEAD GRANT               | -12,834.57                  | 89,626.00                 | -1,209.65                                | 8,500.00                       | -0.13                               | -8,500.13                        | -100.00%        |
| <b>Report Total:</b>                  | <b>446,760.16</b>           | <b>3,234,315.00</b>       | <b>-196,867.69</b>                       | <b>-1,207,829.11</b>           | <b>521,249.69</b>                   | <b>1,729,078.80</b>              | <b>-143.16%</b> |

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Diana Steiner, Finance Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5760  
Fax - (641) 754-5781

## FINANCE DEPARTMENT

February 7, 2020

To: Mayor Joel Greer  
Members of the City Council

From: Diana Steiner, Finance Director

Re: Discussion of FY20 Re-estimated Budget and FY21 Budget for the Capital Funds

**Policy Issue:** Adoption of FY20 Budget Amendment and FY21 Annual Budget to be approved after the March 23, 2020 budget hearing.

**Recommendation:** This is a review of the proposed budgets related to the Capital Funds.

**Background:** Capital funds are used for large construction projects such as buildings, bike trails, streets, parks, airport, etc. The revenue stream for these projects are donations, grants, and borrowed funds. Please refer to the Capital Improvement Plan (CIP) distributed at the January 27th Council meeting for more detail of the project

Department Directors and the City Administrator developed the budget amounts based on known or projected resources. In the attached budget comparison report, the first column shows the actual activity for FY19. The second column shows the adopted budget for FY20. The third column is the year-to-date activity through December (6 months of the fiscal year). The fourth column is a re-estimate of the FY20 budget. The fifth column is a proposed FY21 budget. The sixth column shows the dollar increase between columns five and four. The seventh column shows the percent increase between columns five and four.

A projected cash balance report has also been provided to reflect the estimated fund balances at the end of the fiscal years. It also has descriptions of the funds.

Fund 300 CIP Collection Fund: This fund shows the amount of property taxes related to the capital projects maximum levy of 67.5 cents per \$1,000 of taxable valuations and projected backfill revenues. As needed, these collections are transferred to funds 30 (Capital Reserve CIP) and 32 (CIP Large Vehicle/Equipment) to pay for larger equipment purchases outside of the regular department operating budgets.

City Council  
Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin

Fund 311 RISE Street Grant: This is for the Edgewood Street extension.

Fund 312 Airport Project Fund: This includes the Maintenance Hangar & Terminal project. A federal and state grant will fund a portion of the project. The remaining \$1.5 million is budgeted to be paid with bond funds if Council approves the issuance.

Fund 320 Special Assessment Projects: Funds are being collected for residential sidewalk assessments.

Fund 340 Bike Path Project Fund: Construction of bike paths paid for with grants and donations.

Fund 341 Trees Forever Project: Funded by grants and donations. Trees are primarily planted in parks.

Fund 354 Police & Fire Station: This shows the costs for the construction of the new Police & Fire Station building.

Fund 355 D&D: Used to remove dangerous and dilapidated (D&D) housing. Funding comes from the remaining Solid Waste fees after the close of the fiscal year, which is transferred in from the General Fund.

Fund 357 Street Projects: Road Use Tax and Local Option Sales Tax fund construction projects such as Microsurfacing and the 3<sup>rd</sup> Street bridge repairs.

Fund 360 2019 GO Bond Projects: This is funded with bond proceeds for the Timber Creek Bridge Replacement, Anson Park Shelter Improvements, West End Park Improvements, East Merle Hibbs Extension, and Sidewalk projects.

Fund 361 Library Addition: In FY21, this will be funded by \$1,175,000 of donations and \$500,000 bond if Council approves issuance. Estimated cost is \$1,675,000.

Fund 362 2020 GO Bond: In FY21, if Council approves the bond issuance, this includes projects such as the Railroad Crossing Safety Improvements, Trail Replacement, Parking Lot Replacement on the Sixth Street Complex, Tennis Court Reconstruction, Highway 14 Corridor Improvements, Sidewalk Gap Projects, and Downtown Streets, Sidewalks, and Parking Lots. Highway 14 will also be partially funded with grants.

Fund 381 2019 Street, Sidewalk, Parking Lot Projects: Various street, parking lots, and sidewalk projects funded by bonds already issued, grants, and FEMA for a Mill and Overlay project for streets that were impacted by the tornado

Fund 383 Coliseum Remodel: This will be funded by a combination of insurance proceeds from the tornado, grants, and donations.

**City Council**

Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin

Fund 392 TIF District III Cap Projects: Funds remaining from a prior year project.

Fund 393 TIF District IV: Paid with TIF dollars. Expenses include coliseum renovation.

**Attachment:** Capital Funds Budget Comparison Report

cc: Jessica Kinser, City Administrator

**City Council**

Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



# Budget Comparison Report

## Account Summary

|                                        |                           |                             |                           |                                          | Comparison 1                   | Comparison 1                        |                          |           |
|----------------------------------------|---------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|--------------------------|-----------|
|                                        |                           |                             |                           |                                          | Parent Budget                  | Budget                              | to Parent Budget         | %         |
| Account Number                         |                           | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease) |           |
| Fund: 300 - CIP COLLECTION FUND        |                           |                             |                           |                                          |                                |                                     |                          |           |
| Revenue                                |                           |                             |                           |                                          |                                |                                     |                          |           |
| <a href="#">300.6021.4011.000</a>      | DELIQUENT PROPERTY TAXES  | 47.77                       | 0.00                      | 25.31                                    | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4085.000</a>      | CAPITAL IMPROVMENT LEVY   | 465,563.10                  | 525,284.00                | 265,088.03                               | 525,284.00                     | 537,451.00                          | 12,167.00                | 2.32%     |
| <a href="#">300.6021.4110.000</a>      | UTILITY EXCISE TAX        | 56,860.53                   | 67,444.00                 | 36,140.57                                | 67,444.00                      | 73,168.00                           | 5,724.00                 | 8.49%     |
| <a href="#">300.6021.4150.000</a>      | CURRENT MOBILE HOME TAXES | 554.78                      | 0.00                      | 349.71                                   | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4151.000</a>      | DELIQ MOBILE HOME TAXES   | 48.39                       | 0.00                      | 28.89                                    | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4332.000</a>      | AGED INCOME CREDIT        | 634.37                      | 0.00                      | 606.68                                   | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4333.000</a>      | DISABLED HOMESTEAD CREDIT | 1,089.52                    | 0.00                      | 631.84                                   | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4335.000</a>      | HOMESTEAD CREDIT          | 18,979.15                   | 0.00                      | 9,463.66                                 | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4336.000</a>      | MILITARY CREDIT           | 259.24                      | 0.00                      | 247.41                                   | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4337.000</a>      | MOBILE HOME CREDIT        | 5.97                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4338.000</a>      | BUSINESS PROP TAX CREDIT  | 17,831.07                   | 0.00                      | 8,991.29                                 | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| <a href="#">300.6021.4339.000</a>      | SF295 BACKFILL            | 17,832.35                   | 18,970.00                 | 8,753.02                                 | 17,506.00                      | 16,606.00                           | -900.00                  | -5.14%    |
| <a href="#">300.6021.4610.000</a>      | INTEREST ON INVESTMENTS   | 4,592.83                    | 2,500.00                  | 728.37                                   | 1,000.00                       | 1,000.00                            | 0.00                     | 0.00%     |
| Total Revenue:                         |                           | 584,299.07                  | 614,198.00                | 331,054.78                               | 611,234.00                     | 628,225.00                          | 16,991.00                | 2.78%     |
| Expense                                |                           |                             |                           |                                          |                                |                                     |                          |           |
| <a href="#">300.9000.7500.030</a>      | TR TO CAP IMPR RESRV      | 487,911.13                  | 508,198.00                | 274,478.77                               | 508,482.00                     | 512,553.00                          | 4,071.00                 | 0.80%     |
| <a href="#">300.9000.7500.032</a>      | TR TO CIP LARGE EQUIP     | 106,000.00                  | 106,000.00                | 0.00                                     | 106,000.00                     | 107,000.00                          | 1,000.00                 | 0.94%     |
| <a href="#">300.9000.7500.312</a>      | TR TO AIRPORT PROJEC      | 37,300.00                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| Total Expense:                         |                           | 631,211.13                  | 614,198.00                | 274,478.77                               | 614,482.00                     | 619,553.00                          | 5,071.00                 | 0.83%     |
| Total Fund: 300 - CIP COLLECTION FUND: |                           | -46,912.06                  | 0.00                      | 56,576.01                                | -3,248.00                      | 8,672.00                            | 11,920.00                | -367.00%  |
| Fund: 311 - RISE STREET GRANTS         |                           |                             |                           |                                          |                                |                                     |                          |           |
| Revenue                                |                           |                             |                           |                                          |                                |                                     |                          |           |
| <a href="#">311.2012.4330.000</a>      | STATE OPER GRANT          | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 1,600,000.00                        | 1,600,000.00             | 0.00%     |
| <a href="#">311.2012.4875.000</a>      | RRND/REIMB                | 98,178.29                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%     |
| Total Revenue:                         |                           | 98,178.29                   | 0.00                      | 0.00                                     | 0.00                           | 1,600,000.00                        | 1,600,000.00             | 0.00%     |
| Expense                                |                           |                             |                           |                                          |                                |                                     |                          |           |
| <a href="#">311.2012.5233.000</a>      | ENGINEERING FEES          | 0.00                        | 0.00                      | 3,994.50                                 | 4,000.00                       | 233,000.00                          | 229,000.00               | 5,725.00% |

# Budget Comparison Report

| Account Number                                 |                                                       | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Comparison 1<br>Budget                          |                                     | Comparison 1<br>to Parent Budget |                   |
|------------------------------------------------|-------------------------------------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|-------------------|
|                                                |                                                       |                             |                           |                                          | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         | %                 |
| <a href="#">311.2012.5348.000</a>              | CONTRACT-OTHER                                        | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 1,363,000.00                        | 1,363,000.00                     | 0.00%             |
|                                                | <b>Total Expense:</b>                                 | <b>0.00</b>                 | <b>0.00</b>               | <b>3,994.50</b>                          | <b>4,000.00</b>                                 | <b>1,596,000.00</b>                 | <b>1,592,000.00</b>              | <b>39,800.00%</b> |
|                                                | <b>Total Fund: 311 - RISE STREET GRANTS:</b>          | <b>98,178.29</b>            | <b>0.00</b>               | <b>-3,994.50</b>                         | <b>-4,000.00</b>                                | <b>4,000.00</b>                     | <b>8,000.00</b>                  | <b>-200.00%</b>   |
| <b>Fund: 312 - AIRPORT PROJECT FUND</b>        |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <b>Revenue</b>                                 |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <a href="#">312.2080.4315.000</a>              | AIRPORT-FED CAP GRANT                                 | 68,843.00                   | 550,000.00                | 0.00                                     | 603,258.00                                      | 0.00                                | -603,258.00                      | -100.00%          |
| <a href="#">312.2080.4330.000</a>              | STATE OPER GRANT                                      | 0.00                        | 200,000.00                | 0.00                                     | 200,000.00                                      | 0.00                                | -200,000.00                      | -100.00%          |
| <a href="#">312.6021.4990.000</a>              | DEBT ISSUANCE                                         | 0.00                        | 1,500,000.00              | 0.00                                     | 0.00                                            | 1,500,000.00                        | 1,500,000.00                     | 0.00%             |
| <a href="#">312.9000.6500.030</a>              | TRANSFER IN - CAPITAL RESERVE                         | 0.00                        | 0.00                      | 0.00                                     | 22,135.00                                       | 0.00                                | -22,135.00                       | -100.00%          |
| <a href="#">312.9000.6500.121</a>              | TRANSFER IN - LOST FUND                               | 18,843.90                   | 0.00                      | 0.00                                     | 60,300.00                                       | 0.00                                | -60,300.00                       | -100.00%          |
| <a href="#">312.9000.6500.300</a>              | TR FRM CIP (CAP IMPR                                  | 37,300.00                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
|                                                | <b>Total Revenue:</b>                                 | <b>124,986.90</b>           | <b>2,250,000.00</b>       | <b>0.00</b>                              | <b>885,693.00</b>                               | <b>1,500,000.00</b>                 | <b>614,307.00</b>                | <b>69.36%</b>     |
| <b>Expense</b>                                 |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <a href="#">312.2080.5233.000</a>              | ENGINEERING FEES                                      | 0.00                        | 0.00                      | 26,139.22                                | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">312.2080.5348.000</a>              | CONTRACT-OTHER                                        | 23,767.15                   | 2,250,000.00              | 0.00                                     | 113,558.00                                      | 2,250,000.00                        | 2,136,442.00                     | 1,881.37%         |
|                                                | <b>Total Expense:</b>                                 | <b>23,767.15</b>            | <b>2,250,000.00</b>       | <b>26,139.22</b>                         | <b>113,558.00</b>                               | <b>2,250,000.00</b>                 | <b>2,136,442.00</b>              | <b>1,881.37%</b>  |
|                                                | <b>Total Fund: 312 - AIRPORT PROJECT FUND:</b>        | <b>101,219.75</b>           | <b>0.00</b>               | <b>-26,139.22</b>                        | <b>772,135.00</b>                               | <b>-750,000.00</b>                  | <b>-1,522,135.00</b>             | <b>-197.13%</b>   |
| <b>Fund: 320 - SPECIAL ASSESSMENT PROJECTS</b> |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <b>Revenue</b>                                 |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <a href="#">320.6020.4750.000</a>              | SPEC ASSESMNTS-STREET                                 | 3,624.00                    | 5,000.00                  | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">320.6020.4761.000</a>              | SPEC ASSESMNTS-SIDEWALK                               | 6,668.00                    | 5,000.00                  | 4,844.00                                 | 5,000.00                                        | 5,000.00                            | 0.00                             | 0.00%             |
| <a href="#">320.6021.4540.000</a>              | PENALTIES/DELIQUENT                                   | 1,826.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">320.6021.4616.000</a>              | INT CHRGD - ACCTS REC                                 | 2,327.00                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
|                                                | <b>Total Revenue:</b>                                 | <b>14,445.00</b>            | <b>10,000.00</b>          | <b>4,844.00</b>                          | <b>5,000.00</b>                                 | <b>5,000.00</b>                     | <b>0.00</b>                      | <b>0.00%</b>      |
|                                                | <b>Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:</b> | <b>14,445.00</b>            | <b>10,000.00</b>          | <b>4,844.00</b>                          | <b>5,000.00</b>                                 | <b>5,000.00</b>                     | <b>0.00</b>                      | <b>0.00%</b>      |
| <b>Fund: 340 - BIKE PATH PROJECT FUND</b>      |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <b>Revenue</b>                                 |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <a href="#">340.4030.4315.000</a>              | P/R-FED CAP GRT                                       | 14,737.44                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">340.4030.4330.000</a>              | STATE OPER GRANT                                      | 393,121.63                  | 0.00                      | 5,000.00                                 | 106,040.00                                      | 76,905.00                           | -29,135.00                       | -27.48%           |
| <a href="#">340.4030.4350.000</a>              | LOCAL/COUNTY GRANTS                                   | 838.12                      | 0.00                      | 0.00                                     | 35,345.00                                       | 25,635.00                           | -9,710.00                        | -27.47%           |
| <a href="#">340.4030.4875.000</a>              | REFUNDS:REIMBURSEMENTS                                | 2.19                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">340.9000.6500.001</a>              | TRANSFER IN - GEN FUND                                | 7,212.34                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">340.9000.6500.121</a>              | TR IN - LOST                                          | 8,401.50                    | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%             |
|                                                | <b>Total Revenue:</b>                                 | <b>424,313.22</b>           | <b>0.00</b>               | <b>5,000.00</b>                          | <b>141,385.00</b>                               | <b>102,540.00</b>                   | <b>-38,845.00</b>                | <b>-27.47%</b>    |
| <b>Expense</b>                                 |                                                       |                             |                           |                                          |                                                 |                                     |                                  |                   |
| <a href="#">340.4030.5233.000</a>              | ENGINEERING FEES                                      | 36,691.10                   | 0.00                      | 61,374.70                                | 121,375.00                                      | 0.00                                | -121,375.00                      | -100.00%          |
| <a href="#">340.4030.5351.000</a>              | CONTRACT-CONCRETE REPAIR                              | 238,037.30                  | 0.00                      | 17,470.86                                | 17,470.00                                       | 100,000.00                          | 82,530.00                        | 472.41%           |

## Budget Comparison Report

| Account Number                                      |                              | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %               |
|-----------------------------------------------------|------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
|                                                     |                              |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                 |
| <a href="#">340.4030.5485.000</a>                   | STORM WATER FEES             | 2,540.08                    | 0.00                      | 2,540.08                                 | 2,540.00                       | 2,540.00                            | 0.00                             | 0.00%           |
| <a href="#">340.4030.5600.000</a>                   | OPERATING SUPPLIES           | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
|                                                     | <b>Total Expense:</b>        | <b>277,268.48</b>           | <b>0.00</b>               | <b>81,385.64</b>                         | <b>141,385.00</b>              | <b>102,540.00</b>                   | <b>-38,845.00</b>                | <b>-27.47%</b>  |
| <b>Total Fund: 340 - BIKE PATH PROJECT FUND:</b>    |                              | <b>147,044.74</b>           | <b>0.00</b>               | <b>-76,385.64</b>                        | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Fund: 341 - TREES FOREVER PROJECT</b>            |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                                      |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">341.4030.4820.000</a>                   | PARK & REC CONTRIBS          | 4,935.15                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">341.5010.4820.000</a>                   | PARK & REC CONTRIBS          | 8,360.25                    | 10,000.00                 | 8,700.00                                 | 10,000.00                      | 10,000.00                           | 0.00                             | 0.00%           |
| <a href="#">341.5010.4875.000</a>                   | REFUNDS/REIMB                | 10.93                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">341.6021.4610.000</a>                   | INTEREST ON INVESTMENTS      | 129.05                      | 0.00                      | 51.28                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
|                                                     | <b>Total Revenue:</b>        | <b>13,435.38</b>            | <b>10,000.00</b>          | <b>8,751.28</b>                          | <b>10,000.00</b>               | <b>10,000.00</b>                    | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Expense</b>                                      |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">341.5010.5132.000</a>                   | CLOTHING EXPENSE             | 72.00                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">341.5010.5370.000</a>                   | PRINTING & BINDING           | 110.00                      | 0.00                      | 52.50                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">341.5010.5609.000</a>                   | AGRICULTURAL SUPPLIES        | 6,884.30                    | 10,000.00                 | 8,640.00                                 | 10,000.00                      | 10,000.00                           | 0.00                             | 0.00%           |
| <a href="#">341.5010.5611.000</a>                   | BLDG,GRD OPER/MAINT SPLY     | 378.63                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
|                                                     | <b>Total Expense:</b>        | <b>7,444.93</b>             | <b>10,000.00</b>          | <b>8,692.50</b>                          | <b>10,000.00</b>               | <b>10,000.00</b>                    | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Total Fund: 341 - TREES FOREVER PROJECT:</b>     |                              | <b>5,990.45</b>             | <b>0.00</b>               | <b>58.78</b>                             | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Fund: 350 - GO BONDS CAPITAL PROJECTS</b>        |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                                      |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">350.6021.4610.000</a>                   | INTEREST ON INVESTMENTS      | 212.06                      | 0.00                      | 54.57                                    | 50.00                          | 0.00                                | -50.00                           | -100.00%        |
|                                                     | <b>Total Revenue:</b>        | <b>212.06</b>               | <b>0.00</b>               | <b>54.57</b>                             | <b>50.00</b>                   | <b>0.00</b>                         | <b>-50.00</b>                    | <b>-100.00%</b> |
| <b>Total Fund: 350 - GO BONDS CAPITAL PROJECTS:</b> |                              | <b>212.06</b>               | <b>0.00</b>               | <b>54.57</b>                             | <b>50.00</b>                   | <b>0.00</b>                         | <b>-50.00</b>                    | <b>-100.00%</b> |
| <b>Fund: 354 - POLICE &amp; FIRE STATIONS</b>       |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                                      |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">354.1099.4875.000</a>                   | REFUNDS/REIMB                | 0.00                        | 0.00                      | 37,801.33                                | 37,801.33                      | 0.00                                | -37,801.33                       | -100.00%        |
| <a href="#">354.6021.4610.000</a>                   | INTEREST ON INVESTMENTS      | 175,154.66                  | 0.00                      | 17,321.02                                | 20,000.00                      | 0.00                                | -20,000.00                       | -100.00%        |
|                                                     | <b>Total Revenue:</b>        | <b>175,154.66</b>           | <b>0.00</b>               | <b>55,122.35</b>                         | <b>57,801.33</b>               | <b>0.00</b>                         | <b>-57,801.33</b>                | <b>-100.00%</b> |
| <b>Expense</b>                                      |                              |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">354.1099.5210.000</a>                   | ADVERTISING & LEGAL PUB      | 15.26                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">354.1099.5230.000</a>                   | CONSULTING & PROF FEES       | 679,049.32                  | 0.00                      | 180,981.27                               | 181,843.77                     | 0.00                                | -181,843.77                      | -100.00%        |
| <a href="#">354.1099.5234.000</a>                   | LEGAL EXPENSES               | 9,417.61                    | 0.00                      | 1,251.50                                 | 1,251.50                       | 0.00                                | -1,251.50                        | -100.00%        |
| <a href="#">354.1099.5342.000</a>                   | CONTRACT-OUTSIDE HELP        | 224,594.52                  | 0.00                      | 179,340.55                               | 525,217.04                     | 0.00                                | -525,217.04                      | -100.00%        |
| <a href="#">354.1099.5342.001</a>                   | CONTRACT - CONCRETE - SIDEW. | 419,244.50                  | 0.00                      | 37,299.75                                | 37,299.75                      | 0.00                                | -37,299.75                       | -100.00%        |
| <a href="#">354.1099.5342.003</a>                   | CONTRACT - MASONRY           | 789,521.53                  | 0.00                      | 0.00                                     | 339,255.84                     | 0.00                                | -339,255.84                      | -100.00%        |
| <a href="#">354.1099.5342.004</a>                   | CONTRACT - STEEL             | 223,912.94                  | 0.00                      | 0.00                                     | 61,897.11                      | 0.00                                | -61,897.11                       | -100.00%        |
| <a href="#">354.1099.5342.005</a>                   | CONTRACT - GENERAL           | 1,186,490.95                | 0.00                      | 254,362.62                               | 327,048.40                     | 0.00                                | -327,048.40                      | -100.00%        |



## Budget Comparison Report

| Account Number                                       |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %               |
|------------------------------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
|                                                      |                             |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                 |
| <a href="#">354.1099.5342.006</a>                    | CONTRACT - ROOFING & WALL F | 360,869.89                  | 0.00                      | 35,907.61                                | 65,748.62                      | 0.00                                | -65,748.62                       | -100.00%        |
| <a href="#">354.1099.5342.007</a>                    | CONTRACT - ALUM STOREFRONT  | 457,345.17                  | 0.00                      | 222,613.69                               | 222,613.69                     | 0.00                                | -222,613.69                      | -100.00%        |
| <a href="#">354.1099.5342.008</a>                    | CONTRACT - GYPSUM WALLS     | 975,243.40                  | 0.00                      | 77,172.16                                | 136,377.81                     | 0.00                                | -136,377.81                      | -100.00%        |
| <a href="#">354.1099.5342.009</a>                    | CONTRACT - FLOOR COVERINGS  | 176,700.00                  | 0.00                      | 61,418.00                                | 61,418.00                      | 0.00                                | -61,418.00                       | -100.00%        |
| <a href="#">354.1099.5342.010</a>                    | CONTRACT - PAINTING         | 169,842.83                  | 0.00                      | 22,807.37                                | 32,946.85                      | 0.00                                | -32,946.85                       | -100.00%        |
| <a href="#">354.1099.5342.011</a>                    | CONTRACT - ELEVATORS        | 67,692.25                   | 0.00                      | 3,562.75                                 | 3,562.75                       | 0.00                                | -3,562.75                        | -100.00%        |
| <a href="#">354.1099.5342.012</a>                    | CONTRACT - AUTO SPRINKLER   | 98,937.18                   | 0.00                      | 1,810.32                                 | 7,595.05                       | 0.00                                | -7,595.05                        | -100.00%        |
| <a href="#">354.1099.5342.013</a>                    | CONTRACT - PLUMBING         | 1,151,003.71                | 0.00                      | 120,813.24                               | 120,813.24                     | 0.00                                | -120,813.24                      | -100.00%        |
| <a href="#">354.1099.5342.014</a>                    | CONTRACT - ELECTRIC         | 997,964.64                  | 0.00                      | 265,666.77                               | 265,666.77                     | 0.00                                | -265,666.77                      | -100.00%        |
| <a href="#">354.1099.5342.015</a>                    | CONTRACT-COMMUNICATIONS     | 142,831.10                  | 0.00                      | 0.00                                     | 2,874.00                       | 0.00                                | -2,874.00                        | -100.00%        |
| <a href="#">354.1099.5342.016</a>                    | CONTRACT - FIBER            | 20,610.81                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">354.1099.5380.000</a>                    | RENTS & LEASES              | 0.00                        | 0.00                      | 467.00                                   | 467.00                         | 0.00                                | -467.00                          | -100.00%        |
| <a href="#">354.1099.5410.000</a>                    | REPAIRS & MAINTENANCE       | 0.00                        | 0.00                      | 4,104.01                                 | 4,104.01                       | 0.00                                | -4,104.01                        | -100.00%        |
| <a href="#">354.1099.5481.000</a>                    | ELECTRICITY                 | 58,057.52                   | 0.00                      | 16,895.73                                | 16,895.73                      | 0.00                                | -16,895.73                       | -100.00%        |
| <a href="#">354.1099.5482.000</a>                    | NATURAL GAS                 | 14,341.83                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">354.1099.5600.000</a>                    | OPERATING SUPPLIES          | 6,921.79                    | 0.00                      | 5,972.52                                 | 5,972.52                       | 0.00                                | -5,972.52                        | -100.00%        |
| <a href="#">354.1099.5612.000</a>                    | COMPUTER COMPONENTS         | 0.00                        | 0.00                      | 8,076.13                                 | 8,076.13                       | 0.00                                | -8,076.13                        | -100.00%        |
| <a href="#">354.1099.5702.000</a>                    | MINOR OFFICE FURN/EQUIP     | 261,054.88                  | 0.00                      | 5,147.34                                 | 5,147.34                       | 0.00                                | -5,147.34                        | -100.00%        |
| <a href="#">354.1099.5703.000</a>                    | MINOR COMPUTER              | 35,356.09                   | 0.00                      | 2,303.00                                 | 2,303.00                       | 0.00                                | -2,303.00                        | -100.00%        |
| <a href="#">354.1099.5704.000</a>                    | MINOR SOFTWARE<\$5,000      | 375.00                      | 0.00                      | 254.24                                   | 254.24                         | 0.00                                | -254.24                          | -100.00%        |
| <a href="#">354.1099.5718.000</a>                    | MINOR EQUIP < \$5,000       | 67,781.32                   | 0.00                      | 9,125.82                                 | 11,085.47                      | 0.00                                | -11,085.47                       | -100.00%        |
| <a href="#">354.1099.5740.000</a>                    | COMPUTER EQUIP>\$5,000      | 38,051.54                   | 0.00                      | 0.00                                     | 630.37                         | 0.00                                | -630.37                          | -100.00%        |
| <a href="#">354.1099.5750.000</a>                    | OTHER CAP EQUIP>\$5,000     | 338,941.95                  | 0.00                      | 461,002.83                               | 496,002.83                     | 0.00                                | -496,002.83                      | -100.00%        |
| <a href="#">354.1099.5776.000</a>                    | BUILDINGS & IMPROVEMENTS    | 228,280.93                  | 0.00                      | 267.25                                   | 267.25                         | 0.00                                | -267.25                          | -100.00%        |
| <b>Total Expense:</b>                                |                             | <b>9,200,450.46</b>         | <b>0.00</b>               | <b>1,978,623.47</b>                      | <b>2,944,636.08</b>            | <b>0.00</b>                         | <b>-2,944,636.08</b>             | <b>-100.00%</b> |
| <b>Total Fund: 354 - POLICE &amp; FIRE STATIONS:</b> |                             | <b>-9,025,295.80</b>        | <b>0.00</b>               | <b>-1,923,501.12</b>                     | <b>-2,886,834.75</b>           | <b>0.00</b>                         | <b>2,886,834.75</b>              | <b>-100.00%</b> |
| <b>Fund: 355 - 2015 GO BONDS (D&amp;D)</b>           |                             |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                                       |                             |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">355.1075.4960.000</a>                    | SALE OF F.A.-CODE ENFORCEME | 4,001.00                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">355.6021.4610.000</a>                    | INTEREST ON INVESTMENTS     | 9,742.25                    | 2,000.00                  | 3,252.60                                 | 2,000.00                       | 1,500.00                            | -500.00                          | -25.00%         |
| <a href="#">355.9000.6500.001</a>                    | TR FROM GENERAL             | 478,745.00                  | 0.00                      | 0.00                                     | 19,634.00                      | 20,000.00                           | 366.00                           | 1.86%           |
| <b>Total Revenue:</b>                                |                             | <b>492,488.25</b>           | <b>2,000.00</b>           | <b>3,252.60</b>                          | <b>21,634.00</b>               | <b>21,500.00</b>                    | <b>-134.00</b>                   | <b>-0.62%</b>   |
| <b>Expense</b>                                       |                             |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">355.1075.5230.000</a>                    | CONSULTING & PROF FEES      | 0.00                        | 0.00                      | 5,965.22                                 | 15,000.00                      | 2,000.00                            | -13,000.00                       | -86.67%         |
| <a href="#">355.1075.5233.000</a>                    | ENGINEERING FEES            | 39,250.48                   | 0.00                      | 972.00                                   | 1,000.00                       | 0.00                                | -1,000.00                        | -100.00%        |
| <a href="#">355.1075.5234.000</a>                    | LEGAL EXPENSES              | 10,005.19                   | 0.00                      | 14,522.45                                | 18,000.00                      | 8,000.00                            | -10,000.00                       | -55.56%         |
| <a href="#">355.1075.5250.000</a>                    | COURT, RECORD & FILING FEES | 0.00                        | 0.00                      | 28.80                                    | 100.00                         | 100.00                              | 0.00                             | 0.00%           |
| <a href="#">355.1075.5264.000</a>                    | RESIDENTIAL DEMO            | 0.00                        | 0.00                      | 0.00                                     | 200,000.00                     | 100,000.00                          | -100,000.00                      | -50.00%         |

## Budget Comparison Report

|                                            |                          |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget |          |
|--------------------------------------------|--------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                            |                          |                             |                           |                                          |                                                 |                                     |                                  | %        |
|                                            |                          | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| Account Number                             |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">355.1075.5342.000</a>          | CONTRACT-OUTSIDE HELP    | 650.00                      | 50,000.00                 | 11,320.00                                | 12,000.00                                       | 15,000.00                           | 3,000.00                         | 25.00%   |
| <a href="#">355.1075.5360.000</a>          | POSTAGE & SHIPPING       | 8.30                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">355.1075.5370.000</a>          | PRINTING & BINDING       | 328.25                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">355.1075.5440.000</a>          | TAXES PAID               | 0.00                        | 0.00                      | 1,950.00                                 | 2,500.00                                        | 2,000.00                            | -500.00                          | -20.00%  |
| <a href="#">355.1075.5600.000</a>          | SUPPLIES                 | 0.00                        | 0.00                      | 84.60                                    | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">355.1075.5605.000</a>          | OFFICE SUPPLIES          | 85.68                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">355.1075.5781.000</a>          | LAND ACQUISITION         | 0.00                        | 0.00                      | 4,000.00                                 | 4,000.00                                        | 0.00                                | -4,000.00                        | -100.00% |
| <a href="#">355.2010.5342.000</a>          | CONTRACT OUTSIDE HELP    | 20,978.06                   | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">355.9000.7500.147</a>          | TRANSFER TO FEMA DEMO    | 0.00                        | 0.00                      | 0.00                                     | 30,875.00                                       | 0.00                                | -30,875.00                       | -100.00% |
| Total Expense:                             |                          | 71,305.96                   | 50,000.00                 | 38,843.07                                | 283,475.00                                      | 127,100.00                          | -156,375.00                      | -55.16%  |
| Total Fund: 355 - 2015 GO BONDS (D&D):     |                          | 421,182.29                  | -48,000.00                | -35,590.47                               | -261,841.00                                     | -105,600.00                         | 156,241.00                       | -59.67%  |
| Fund: 357 - 2018 CY STREET PROJECTS        |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| Revenue                                    |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">357.9000.6500.110</a>          | TRANSFER IN RUT          | 5,000.00                    | 0.00                      | 0.00                                     | 56,600.00                                       | 50,000.00                           | -6,600.00                        | -11.66%  |
| <a href="#">357.9000.6500.121</a>          | TRANSFER IN - LOST       | 337,335.65                  | 265,000.00                | 0.00                                     | 37,792.00                                       | 0.00                                | -37,792.00                       | -100.00% |
| Total Revenue:                             |                          | 342,335.65                  | 265,000.00                | 0.00                                     | 94,392.00                                       | 50,000.00                           | -44,392.00                       | -47.03%  |
| Expense                                    |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">357.2010.5233.000</a>          | ENGINEERING FEES         | 5,000.00                    | 0.00                      | 6,595.88                                 | 6,600.00                                        | 0.00                                | -6,600.00                        | -100.00% |
| <a href="#">357.2010.5342.000</a>          | CONTRACT-OUTSIDE HELP    | 0.00                        | 0.00                      | 0.00                                     | 50,000.00                                       | 50,000.00                           | 0.00                             | 0.00%    |
| <a href="#">357.2010.5350.000</a>          | CONTRACT-ASPHALT RESURF  | 337,320.74                  | 265,000.00                | 37,792.43                                | 37,792.00                                       | 0.00                                | -37,792.00                       | -100.00% |
| Total Expense:                             |                          | 342,320.74                  | 265,000.00                | 44,388.31                                | 94,392.00                                       | 50,000.00                           | -44,392.00                       | -47.03%  |
| Total Fund: 357 - 2018 CY STREET PROJECTS: |                          | 14.91                       | 0.00                      | -44,388.31                               | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| Fund: 360 - 2019 GO BONDS & PROJECTS       |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| Revenue                                    |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">360.4030.4820.000</a>          | CONTRIBUTIONS            | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 150,000.00                          | 150,000.00                       | 0.00%    |
| <a href="#">360.4030.4875.000</a>          | RFNDS/REIMB: P&R         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 310,000.00                          | 310,000.00                       | 0.00%    |
| <a href="#">360.6021.4610.000</a>          | INTEREST REV             | 0.00                        | 0.00                      | 0.00                                     | 20,000.00                                       | 10,000.00                           | -10,000.00                       | -50.00%  |
| <a href="#">360.6021.4990.000</a>          | DEBT ISSUANCE            | 0.00                        | 0.00                      | 5,610,000.00                             | 5,610,000.00                                    | 0.00                                | -5,610,000.00                    | -100.00% |
| <a href="#">360.6021.4993.000</a>          | BOND PREMIUM             | 0.00                        | 0.00                      | 81,651.75                                | 81,652.00                                       | 0.00                                | -81,652.00                       | -100.00% |
| <a href="#">360.9000.6500.145</a>          | TRANSFER IN              | 0.00                        | 0.00                      | 0.00                                     | 23,267.00                                       | 0.00                                | -23,267.00                       | -100.00% |
| Total Revenue:                             |                          | 0.00                        | 0.00                      | 5,691,651.75                             | 5,734,919.00                                    | 470,000.00                          | -5,264,919.00                    | -91.80%  |
| Expense                                    |                          |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">360.2010.5781.000</a>          | LAND ACQUISITION         | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">360.2011.5351.000</a>          | CONTRACT-CONCRETE REPAIR | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 375,000.00                          | 375,000.00                       | 0.00%    |
| <a href="#">360.2012.5351.000</a>          | CONTRACT-CONCRETE REPAIR | 0.00                        | 0.00                      | 0.00                                     | 810,000.00                                      | 3,500,000.00                        | 2,690,000.00                     | 332.10%  |
| <a href="#">360.4030.5342.000</a>          | CONTRACT-OUTSIDE HELP    | 0.00                        | 0.00                      | 0.00                                     | 1,398,267.00                                    | 0.00                                | -1,398,267.00                    | -100.00% |
| <a href="#">360.6021.5210.000</a>          | PUBLICATION EXP          | 0.00                        | 0.00                      | 83.66                                    | 85.00                                           | 0.00                                | -85.00                           | -100.00% |

## Budget Comparison Report

|                                                             |                          |                     | Parent Budget             |                                          | Comparison 1<br>Budget         | Comparison 1<br>to Parent Budget    |                          |                  |
|-------------------------------------------------------------|--------------------------|---------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|--------------------------|------------------|
|                                                             |                          |                     | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease) | %                |
| <b>Account Number</b>                                       |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">360.6021.5230.000</a>                           | CONSULTING & PROF FEES   | 0.00                | 0.00                      | 28,218.00                                | 38,000.00                      | 0.00                                | -38,000.00               | -100.00%         |
| <a href="#">360.6021.5830.000</a>                           | OTHER DEBT SERV          | 0.00                | 0.00                      | 191.00                                   | 385.00                         | 0.00                                | -385.00                  | -100.00%         |
|                                                             | <b>Total Expense:</b>    | <b>0.00</b>         | <b>0.00</b>               | <b>28,492.66</b>                         | <b>2,246,737.00</b>            | <b>3,875,000.00</b>                 | <b>1,628,263.00</b>      | <b>72.47%</b>    |
| <b>Total Fund: 360 - 2019 GO BONDS &amp; PROJECTS:</b>      |                          | <b>0.00</b>         | <b>0.00</b>               | <b>5,663,159.09</b>                      | <b>3,488,182.00</b>            | <b>-3,405,000.00</b>                | <b>-6,893,182.00</b>     | <b>-197.62%</b>  |
| <b>Fund: 361 - LIBRARY BUILDING ADDITION</b>                |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <b>Revenue</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">361.4010.4820.000</a>                           | CONTRIBUTIONS            | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 1,175,000.00                        | 1,175,000.00             | 0.00%            |
| <a href="#">361.6021.4990.000</a>                           | DEBT ISSUANCE            | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 500,000.00                          | 500,000.00               | 0.00%            |
|                                                             | <b>Total Revenue:</b>    | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>1,675,000.00</b>                 | <b>1,675,000.00</b>      | <b>0.00%</b>     |
| <b>Expense</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">361.4010.5776.000</a>                           | BUILDINGS & IMPROVEMENTS | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 1,675,000.00                        | 1,675,000.00             | 0.00%            |
|                                                             | <b>Total Expense:</b>    | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>1,675,000.00</b>                 | <b>1,675,000.00</b>      | <b>0.00%</b>     |
| <b>Total Fund: 361 - LIBRARY BUILDING ADDITION:</b>         |                          | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>              | <b>0.00%</b>     |
| <b>Fund: 362 - 2020 GO BONDS</b>                            |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <b>Revenue</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">362.6021.4990.000</a>                           | DEBT ISSUANCE            | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 1,984,000.00                        | 1,984,000.00             | 0.00%            |
|                                                             | <b>Total Revenue:</b>    | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>1,984,000.00</b>                 | <b>1,984,000.00</b>      | <b>0.00%</b>     |
| <b>Expense</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">362.2012.5233.000</a>                           | ENGINEERING FEES         | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 200,000.00                          | 200,000.00               | 0.00%            |
| <a href="#">362.2020.5342.000</a>                           | CONTRACT - OUTSIDE HELP  | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 600,000.00                          | 600,000.00               | 0.00%            |
| <a href="#">362.4030.5210.000</a>                           | PAYMENTS-OTHER ENTITIES  | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 684,000.00                          | 684,000.00               | 0.00%            |
| <a href="#">362.4030.5342.000</a>                           | CONTRACT-OUTSIDE HELP    | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 500,000.00                          | 500,000.00               | 0.00%            |
|                                                             | <b>Total Expense:</b>    | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>1,984,000.00</b>                 | <b>1,984,000.00</b>      | <b>0.00%</b>     |
| <b>Total Fund: 362 - 2020 GO BONDS:</b>                     |                          | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>                              | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>              | <b>0.00%</b>     |
| <b>Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS</b> |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <b>Revenue</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">381.2010.4310.000</a>                           | INTRGVMTNL FED REIMB     | 0.00                | 390,000.00                | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%            |
| <a href="#">381.2012.4310.000</a>                           | FED OPER GRANT           | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 511,500.00                          | 511,500.00               | 0.00%            |
| <a href="#">381.2012.4330.000</a>                           | STATE OPER GRANT         | 0.00                | 0.00                      | 0.00                                     | 0.00                           | 458,200.00                          | 458,200.00               | 0.00%            |
| <a href="#">381.6021.4610.000</a>                           | INTEREST ON INVESTMENTS  | 31,961.53           | 15,000.00                 | 27,129.13                                | 45,000.00                      | 0.00                                | -45,000.00               | -100.00%         |
| <a href="#">381.6021.4990.000</a>                           | DEBT ISSUANCE            | 2,433,566.25        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%            |
|                                                             | <b>Total Revenue:</b>    | <b>2,465,527.78</b> | <b>405,000.00</b>         | <b>27,129.13</b>                         | <b>45,000.00</b>               | <b>969,700.00</b>                   | <b>924,700.00</b>        | <b>2,054.89%</b> |
| <b>Expense</b>                                              |                          |                     |                           |                                          |                                |                                     |                          |                  |
| <a href="#">381.2011.5233.000</a>                           | ENGINEERING FEES         | 30,037.15           | 0.00                      | 60,798.52                                | 0.00                           | 0.00                                | 0.00                     | 0.00%            |
| <a href="#">381.2011.5342.000</a>                           | CONTRACT - OUTSIDE HELP  | 0.00                | 0.00                      | 0.00                                     | 870,000.00                     | 0.00                                | -870,000.00              | -100.00%         |
| <a href="#">381.2012.5342.000</a>                           | CONTRACT-OUTSIDE HELP    | 0.00                | 2,675,000.00              | 0.00                                     | 1,000,000.00                   | 579,700.00                          | -420,300.00              | -42.03%          |

## Budget Comparison Report

|                                                             |                              |                |               | Comparison 1             |                   | Comparison 1        |                       |
|-------------------------------------------------------------|------------------------------|----------------|---------------|--------------------------|-------------------|---------------------|-----------------------|
|                                                             |                              |                |               | Parent Budget            | Budget            | to Parent Budget    |                       |
|                                                             |                              | 2018-2019      | 2019-2020     | 2019-2020                | 2019-2020         | 2020-2021           | %                     |
| Account Number                                              |                              | Total Activity | Total Budget  | YTD Activity Through Dec | FY2020 Re-Esti... | FY2021 Dept Request | Increase / (Decrease) |
| <a href="#">381.2020.5233.000</a>                           | ENGINEERING FEES             | 12,410.00      | 0.00          | 40,560.50                | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.2020.5342.000</a>                           | CONTRACT - OUTSIDE HELP      | 0.00           | 0.00          | 0.00                     | 0.00              | 890,000.00          | 890,000.00            |
| <a href="#">381.5020.5233.000</a>                           | ENGINEERING FEES             | 0.00           | 0.00          | 194,513.46               | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.6021.5215.000</a>                           | BANK CHARGES                 | 30.00          | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.6021.5230.000</a>                           | CONSULTING & PROF FEES       | 24,065.00      | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.6021.5234.000</a>                           | LEGAL EXPENSES               | 12,500.00      | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.6021.5830.000</a>                           | OTHER DEBT SERVICE EXP       | 17,940.00      | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">381.9000.7500.395</a>                           | TRANSFER OUT - FUND 395      | 36,879.11      | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| Total Expense:                                              |                              | 133,861.26     | 2,675,000.00  | 295,872.48               | 1,870,000.00      | 1,469,700.00        | -400,300.00           |
| Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS: |                              | 2,331,666.52   | -2,270,000.00 | -268,743.35              | -1,825,000.00     | -500,000.00         | 1,325,000.00          |
| Fund: 383 - COLISEUM REMODEL                                |                              |                |               |                          |                   |                     |                       |
| Revenue                                                     |                              |                |               |                          |                   |                     |                       |
| <a href="#">383.4065.4483.001</a>                           | CONCESSIONS - CONCERT TICKET | 315.00         | 0.00          | 1,326.00                 | 1,326.00          | 0.00                | -1,326.00             |
| <a href="#">383.4065.4483.002</a>                           | CONCESSIONS/COINS - OTHER    | 0.00           | 0.00          | 3,950.00                 | 3,950.00          | 0.00                | -3,950.00             |
| <a href="#">383.4065.4820.000</a>                           | COLISEUM CONTRIBUTIONS       | 145,020.00     | 2,000,000.00  | 667,075.16               | 885,000.00        | 0.00                | -885,000.00           |
| <a href="#">383.4065.4875.000</a>                           | RFND/REIMB                   | 359,532.68     | 1,420,949.00  | 0.00                     | 1,413,513.00      | 48,200.00           | -1,365,313.00         |
| <a href="#">383.6021.4610.000</a>                           | INTEREST ON INVESTMENTS      | 5,270.26       | 0.00          | 8,338.32                 | 8,500.00          | 0.00                | -8,500.00             |
| <a href="#">383.9000.6500.125</a>                           | TRANSFER IN - TIF            | 0.00           | 0.00          | 0.00                     | 140,000.00        | 0.00                | -140,000.00           |
| <a href="#">383.9000.6500.130</a>                           | TRANSFER IN - INSURANCE      | 0.00           | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">383.9000.6500.145</a>                           | TRANSFER IN - TORNADO        | 0.00           | 0.00          | 0.00                     | 923,092.00        | 0.00                | -923,092.00           |
| Total Revenue:                                              |                              | 510,137.94     | 3,420,949.00  | 680,689.48               | 3,375,381.00      | 48,200.00           | -3,327,181.00         |
| Expense                                                     |                              |                |               |                          |                   |                     |                       |
| <a href="#">383.4065.5210.000</a>                           | ADVERTISING & LEGAL PUB      | 0.00           | 0.00          | 28.38                    | 100.00            | 0.00                | -100.00               |
| <a href="#">383.4065.5230.000</a>                           | CONSULTING & PROF FEES       | 0.00           | 0.00          | 15,509.52                | 200,000.00        | 70,000.00           | -130,000.00           |
| <a href="#">383.4065.5234.000</a>                           | LEGAL EXPENSES               | 241.36         | 0.00          | 69.25                    | 500.00            | 0.00                | -500.00               |
| <a href="#">383.4065.5342.000</a>                           | CONTRACT-OUTSIDE HELP        | 108.68         | 3,607,568.00  | 439.84                   | 10,000.00         | 5,000.00            | -5,000.00             |
| <a href="#">383.4065.5600.000</a>                           | OPERATING SUPPLIES           | 1,882.90       | 0.00          | 2,401.28                 | 3,000.00          | 0.00                | -3,000.00             |
| <a href="#">383.4065.5718.000</a>                           | MINOR EQUIP, UNCLASSIFIED<\$ | 0.00           | 0.00          | 5,036.00                 | 148,671.00        | 0.00                | -148,671.00           |
| <a href="#">383.4065.5750.000</a>                           | OTHER CAP EQUIP > \$5,000    | 12,432.00      | 0.00          | 0.00                     | 0.00              | 0.00                | 0.00                  |
| <a href="#">383.4065.5776.000</a>                           | BUILDINGS & IMPROVEMENTS     | 0.00           | 0.00          | 0.00                     | 2,000,000.00      | 1,481,783.00        | -518,217.00           |
| Total Expense:                                              |                              | 14,664.94      | 3,607,568.00  | 23,484.27                | 2,362,271.00      | 1,556,783.00        | -805,488.00           |
| Total Fund: 383 - COLISEUM REMODEL:                         |                              | 495,473.00     | -186,619.00   | 657,205.21               | 1,013,110.00      | -1,508,583.00       | -2,521,693.00         |
| Fund: 392 - TIF DISTRICT III CAP PROJECTS                   |                              |                |               |                          |                   |                     |                       |
| Revenue                                                     |                              |                |               |                          |                   |                     |                       |
| <a href="#">392.6021.4610.000</a>                           | INTEREST ON INVESTMENTS      | 27.62          | 0.00          | 49.58                    | 50.00             | 0.00                | -50.00                |

# Budget Comparison Report

| Account Number                                  |                                                         | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %                 |
|-------------------------------------------------|---------------------------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-------------------|
|                                                 |                                                         |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                   |
| <a href="#">392.9000.6500.110</a>               | TRANSFER IN - RUT                                       | 15,903.12                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
|                                                 | <b>Total Revenue:</b>                                   | <b>15,930.74</b>            | <b>0.00</b>               | <b>49.58</b>                             | <b>50.00</b>                   | <b>0.00</b>                         | <b>-50.00</b>                    | <b>-100.00%</b>   |
|                                                 | <b>Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:</b> | <b>15,930.74</b>            | <b>0.00</b>               | <b>49.58</b>                             | <b>50.00</b>                   | <b>0.00</b>                         | <b>-50.00</b>                    | <b>-100.00%</b>   |
| <b>Fund: 393 - TIF DISTRICT IV CAP PROJECTS</b> |                                                         |                             |                           |                                          |                                |                                     |                                  |                   |
| <b>Revenue</b>                                  |                                                         |                             |                           |                                          |                                |                                     |                                  |                   |
| <a href="#">393.9000.6500.125</a>               | TRNS FRM TIF FUND                                       | 146,510.31                  | 120,666.00                | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
|                                                 | <b>Total Revenue:</b>                                   | <b>146,510.31</b>           | <b>120,666.00</b>         | <b>0.00</b>                              | <b>0.00</b>                    | <b>0.00</b>                         | <b>0.00</b>                      | <b>0.00%</b>      |
| <b>Expense</b>                                  |                                                         |                             |                           |                                          |                                |                                     |                                  |                   |
| <a href="#">393.2012.5230.000</a>               | CONSULTING & PROF FEES                                  | 38,638.81                   | 0.00                      | 100,996.50                               | 100,997.00                     | 0.00                                | -100,997.00                      | -100.00%          |
| <a href="#">393.4065.5342.000</a>               | CONTRACT - OUTSIDE HELP                                 | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">393.6050.5342.000</a>               | CONTRACT - OUTSIDE HELP                                 | 0.00                        | 120,666.00                | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| <a href="#">393.9000.7500.125</a>               | TRANSFER TO TIF FOR OVERTRAI                            | 0.00                        | 0.00                      | 0.00                                     | 6,875.00                       | 0.00                                | -6,875.00                        | -100.00%          |
|                                                 | <b>Total Expense:</b>                                   | <b>38,638.81</b>            | <b>120,666.00</b>         | <b>100,996.50</b>                        | <b>107,872.00</b>              | <b>0.00</b>                         | <b>-107,872.00</b>               | <b>-100.00%</b>   |
|                                                 | <b>Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:</b>  | <b>107,871.50</b>           | <b>0.00</b>               | <b>-100,996.50</b>                       | <b>-107,872.00</b>             | <b>0.00</b>                         | <b>107,872.00</b>                | <b>-100.00%</b>   |
|                                                 | <b>Report Total:</b>                                    | <b>-5,332,978.61</b>        | <b>-2,494,619.00</b>      | <b>3,902,208.13</b>                      | <b>189,731.25</b>              | <b>-6,251,511.00</b>                | <b>-6,441,242.25</b>             | <b>-3,394.93%</b> |

|                                            |                             |                           |                                          | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %                 |
|--------------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-------------------|
| Fund                                       | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                   |
| 300 - CIP COLLECTION FUND                  | -46,912.06                  | 0.00                      | 56,576.01                                | -3,248.00                      | 8,672.00                            | 11,920.00                        | -367.00%          |
| 311 - RISE STREET GRANTS                   | 98,178.29                   | 0.00                      | -3,994.50                                | -4,000.00                      | 4,000.00                            | 8,000.00                         | -200.00%          |
| 312 - AIRPORT PROJECT FUND                 | 101,219.75                  | 0.00                      | -26,139.22                               | 772,135.00                     | -750,000.00                         | -1,522,135.00                    | -197.13%          |
| 320 - SPECIAL ASSESSMENT PROJECTS          | 14,445.00                   | 10,000.00                 | 4,844.00                                 | 5,000.00                       | 5,000.00                            | 0.00                             | 0.00%             |
| 340 - BIKE PATH PROJECT FUND               | 147,044.74                  | 0.00                      | -76,385.64                               | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| 341 - TREES FOREVER PROJECT                | 5,990.45                    | 0.00                      | 58.78                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| 350 - GO BONDS CAPITAL PROJECTS            | 212.06                      | 0.00                      | 54.57                                    | 50.00                          | 0.00                                | -50.00                           | -100.00%          |
| 354 - POLICE & FIRE STATIONS               | -9,025,295.80               | 0.00                      | -1,923,501.12                            | -2,886,834.75                  | 0.00                                | 2,886,834.75                     | -100.00%          |
| 355 - 2015 GO BONDS (D&D)                  | 421,182.29                  | -48,000.00                | -35,590.47                               | -261,841.00                    | -105,600.00                         | 156,241.00                       | -59.67%           |
| 357 - 2018 CY STREET PROJECTS              | 14.91                       | 0.00                      | -44,388.31                               | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| 360 - 2019 GO BONDS & PROJECTS             | 0.00                        | 0.00                      | 5,663,159.09                             | 3,488,182.00                   | -3,405,000.00                       | -6,893,182.00                    | -197.62%          |
| 361 - LIBRARY BUILDING ADDITION            | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| 362 - 2020 GO BONDS                        | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%             |
| 381 - 2019 CY STREET,SIDEWALK,PARKING P... | 2,331,666.52                | -2,270,000.00             | -268,743.35                              | -1,825,000.00                  | -500,000.00                         | 1,325,000.00                     | -72.60%           |
| 383 - COLISEUM REMODEL                     | 495,473.00                  | -186,619.00               | 657,205.21                               | 1,013,110.00                   | -1,508,583.00                       | -2,521,693.00                    | -248.91%          |
| 392 - TIF DISTRICT III CAP PROJECTS        | 15,930.74                   | 0.00                      | 49.58                                    | 50.00                          | 0.00                                | -50.00                           | -100.00%          |
| 393 - TIF DISTRICT IV CAP PROJECTS         | 107,871.50                  | 0.00                      | -100,996.50                              | -107,872.00                    | 0.00                                | 107,872.00                       | -100.00%          |
| <b>Report Total:</b>                       | <b>-5,332,978.61</b>        | <b>-2,494,619.00</b>      | <b>3,902,208.13</b>                      | <b>189,731.25</b>              | <b>-6,251,511.00</b>                | <b>-6,441,242.25</b>             | <b>-3,394.93%</b> |

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Diana Steiner, Finance Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5760  
Fax - (641) 754-5781

## FINANCE DEPARTMENT

February 7, 2020

To: Mayor Joel Greer  
Members of the City Council

From: Diana Steiner, Finance Director

Re: Discussion of FY20 Re-estimated Budget and FY21 Budget for the Enterprise Funds

**Policy Issue:** Adoption of FY20 Budget Amendment and FY21 Annual Budget on March 23, 2020 after a public hearing.

**Recommendation:** This is a review of the proposed budgets related to the Enterprise Funds.

**Background:** Enterprise funds are activities that run like a business since fees are charged to offset the costs. This includes the Water Pollution Control Plant (WPCP), Sanitary Sewer, Storm Water, Transit, Compost and Aquatic Center Concessions. Department Directors and the City Administrator developed the budget amounts based on known and projected needs. In the attached budget comparison report, the first column shows the actual activity for FY19. The second column shows the adopted budget for FY20. The third column shows the year-to-date actual activity through December (6 months of the fiscal year). The fourth column is a re-estimate of the FY20 budget. The fifth column is a proposed FY21 budget. The sixth column shows the dollar increase between columns five and four. The seventh column shows the percent increase between columns five and four. Any revenues and expenditures related to the Capital Improvement Plan (CIP) that was distributed at the January 27<sup>th</sup> Council meeting are contained in the funds. The bond payments that are paid from enterprise funds are also shown in the funds under objects 5810 (principal), 5820 (interest), and 5830 (bond fees).

Funds 610 & 611 Water Pollution Control Plant/Sanitary Sewer: This shows the revenue and expenses for their daily operations and related bond payments. The expenses are shown in fund 610 and the revenues are shown in fund 611. The funds are transferred from 611 to offset expenses in 610.

Funds 612-617 relate to bond revenue and construction costs for capital projects of the WPCP/Sanitary Sewer enterprise.

**City Council**  
Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



Funds 690 Transit Operations: This shows the revenue and expenses for the daily operations of a bus transit system. Transit is also funded through the tax levy to help supplement their operations, which for FY21 equals \$275,605. We are levying the amount needed to produce a projected fund balance at the end of FY21 of \$50,000 in case there are emergency bus repairs.

Fund 740 Storm Sewer/Storm Water: This shows the revenue and expenses for their daily operations and related bond payments.

Fund 741 GO Storm Water Projects: This reflects any bond revenue and construction costs for capital projects of the Storm Water enterprise. Funds from 740 can be transferred to 741 to cover the deficit.

Fund 750 Composting Facility: This shows the revenue and expenses for their daily operations.

Fund 760 Concessions: This shows the revenue and expenses to operate the Aquatic Center concession stand.

Funds 618, 742, and 751 Tornado Funds: These were expenses incurred due to the city clean-up relating to the tornado damage. The budget assumes reimbursements from FEMA and the State will be received by the end of FY21, but it could take much longer.

Note: When completing the final budget report, Marshalltown Water Works will be added as part of the Enterprise budget.

**Attachment:** Budget Comparison Report for Enterprise Funds.

cc: Jessica Kinser, City Administrator

**City Council**

Susan Cahill, Gary Thompson, Mike Gowdy,  
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



# Budget Comparison Report

## Account Summary

| Account Number                      |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %         |
|-------------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------|
|                                     |                            |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |           |
| Fund: 610 - WATER POLLUTION CONTROL |                            |                             |                           |                                          |                                |                                     |                                  |           |
| Revenue                             |                            |                             |                           |                                          |                                |                                     |                                  |           |
| <a href="#">610.8015.4875.000</a>   | REFUNDS:REIMBURSEMENTS     | 579.95                      | 0.00                      | 52.11                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%     |
| <a href="#">610.8016.4875.000</a>   | REFUNDS:REIMBURSEMENTS     | 35.61                       | 0.00                      | 19.00                                    | 0.00                           | 0.00                                | 0.00                             | 0.00%     |
| <a href="#">610.9000.6500.110</a>   | TR FRM ROAD USE TAX        | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%     |
| <a href="#">610.9000.6500.611</a>   | TR FRM WPCP REVENUE        | 5,362,184.47                | 0.00                      | 1,679,054.11                             | 11,157,815.00                  | 8,025,405.00                        | -3,132,410.00                    | -28.07%   |
|                                     | Total Revenue:             | 5,362,800.03                | 0.00                      | 1,679,125.22                             | 11,157,815.00                  | 8,025,405.00                        | -3,132,410.00                    | -28.07%   |
| Expense                             |                            |                             |                           |                                          |                                |                                     |                                  |           |
| <a href="#">610.8015.5010.010</a>   | REGULAR-NON UNION          | 399,194.06                  | 427,221.00                | 210,915.24                               | 427,221.00                     | 941,066.00                          | 513,845.00                       | 120.28%   |
| <a href="#">610.8015.5010.050</a>   | REGULAR-WPCP UNION         | 435,982.02                  | 464,637.00                | 222,954.10                               | 464,637.00                     | 464,637.00                          | 0.00                             | 0.00%     |
| <a href="#">610.8015.5020.010</a>   | OVERTIME-NON UNION         | 39.13                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%     |
| <a href="#">610.8015.5020.050</a>   | OVERTIME-WPCP UNION        | 20,581.07                   | 20,000.00                 | 7,831.43                                 | 20,000.00                      | 20,000.00                           | 0.00                             | 0.00%     |
| <a href="#">610.8015.5030.070</a>   | PART-TIME TEMPORARY        | 533.50                      | 5,000.00                  | 1,518.00                                 | 5,000.00                       | 5,000.00                            | 0.00                             | 0.00%     |
| <a href="#">610.8015.5050.060</a>   | PART-TIME REGULAR          | 26,747.91                   | 27,669.00                 | 14,099.86                                | 27,669.00                      | 29,293.90                           | 1,624.90                         | 5.87%     |
| <a href="#">610.8015.5057.010</a>   | CAR REIMB-NON UNION        | 540.00                      | 540.00                    | 270.00                                   | 540.00                         | 540.00                              | 0.00                             | 0.00%     |
| <a href="#">610.8015.5061.050</a>   | RHSA PAYOUTS-WPCP UNION    | 16,995.47                   | 13,000.00                 | 17,334.61                                | 17,335.00                      | 13,000.00                           | -4,335.00                        | -25.01%   |
| <a href="#">610.8015.5101.010</a>   | SOCIAL SECURITY-NON UNION  | 23,560.85                   | 26,286.00                 | 12,319.55                                | 26,286.00                      | 59,353.00                           | 33,067.00                        | 125.80%   |
| <a href="#">610.8015.5101.050</a>   | SOCIAL SECURITY-WPCP UNION | 26,972.71                   | 30,048.00                 | 13,674.69                                | 30,048.00                      | 30,048.00                           | 0.00                             | 0.00%     |
| <a href="#">610.8015.5101.060</a>   | SOCIAL SECURITY-PT REGULAR | 1,658.38                    | 1,716.00                  | 874.17                                   | 1,716.00                       | 1,816.22                            | 100.22                           | 5.84%     |
| <a href="#">610.8015.5101.070</a>   | SOCIAL SECURITY-PT TEMP    | 33.08                       | 310.00                    | 94.12                                    | 310.00                         | 310.00                              | 0.00                             | 0.00%     |
| <a href="#">610.8015.5102.010</a>   | MEDICARE-NON UNION         | 5,565.57                    | 6,203.00                  | 2,944.60                                 | 6,203.00                       | 13,943.00                           | 7,740.00                         | 124.78%   |
| <a href="#">610.8015.5102.050</a>   | MEDICARE-WPCP UNION        | 6,308.20                    | 7,027.00                  | 3,198.10                                 | 7,027.00                       | 7,027.00                            | 0.00                             | 0.00%     |
| <a href="#">610.8015.5102.060</a>   | MEDICARE-PT REGULAR        | 387.80                      | 401.00                    | 204.47                                   | 401.00                         | 424.76                              | 23.76                            | 5.93%     |
| <a href="#">610.8015.5102.070</a>   | MEDICARE-TEMPORARY         | 7.74                        | 73.00                     | 22.01                                    | 73.00                          | 72.50                               | -0.50                            | -0.68%    |
| <a href="#">610.8015.5111.010</a>   | IPERS-NON UNION            | 37,690.04                   | 40,381.00                 | 19,910.62                                | 40,381.00                      | 90,776.00                           | 50,395.00                        | 124.80%   |
| <a href="#">610.8015.5111.050</a>   | IPERS-WPCP UNION           | 43,099.48                   | 45,750.00                 | 21,786.14                                | 45,750.00                      | 45,750.00                           | 0.00                             | 0.00%     |
| <a href="#">610.8015.5111.060</a>   | IPERS-PT REGULAR           | 2,525.03                    | 2,612.00                  | 1,331.03                                 | 2,612.00                       | 2,765.34                            | 153.34                           | 5.87%     |
| <a href="#">610.8015.5121.010</a>   | GRP INSUR-NON UNION        | 58,415.12                   | 58,810.00                 | 29,588.15                                | 58,810.00                      | 121,268.00                          | 62,458.00                        | 106.20%   |
| <a href="#">610.8015.5121.050</a>   | GRP INSUR-WPCP UNION       | 62,886.14                   | 72,532.00                 | 31,376.60                                | 72,532.00                      | 72,532.00                           | 0.00                             | 0.00%     |
| <a href="#">610.8015.5122.000</a>   | RETIRES GRP HLTH INS       | 31,166.08                   | 32,379.00                 | 13,441.96                                | 23,978.00                      | 21,072.00                           | -2,906.00                        | -12.12%   |
| <a href="#">610.8015.5123.010</a>   | WORKCOMP-NON UNION         | 2,607.75                    | 639.00                    | 1,111.74                                 | 639.00                         | 8,029.00                            | 7,390.00                         | 1,156.49% |
| <a href="#">610.8015.5123.050</a>   | WORKCOMP-WPCP UNION        | 3,778.03                    | 6,885.00                  | 1,620.33                                 | 6,885.00                       | 6,885.00                            | 0.00                             | 0.00%     |
| <a href="#">610.8015.5123.060</a>   | WORKCOMP-PT REGULAR        | 213.40                      | 393.00                    | 91.48                                    | 393.00                         | 416.18                              | 23.18                            | 5.90%     |

# Budget Comparison Report

|                                   |                             |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %        |
|-----------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| Account Number                    |                             |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">610.8015.5123.070</a> | WORKCOMP-TEMPORARY          | 4.26                        | 71.00                     | 10.67                                    | 71.00                                           | 71.04                               | 0.04                             | 0.06%    |
| <a href="#">610.8015.5132.000</a> | CLOTHING EXPENSE            | 6,525.90                    | 5,560.00                  | 1,590.36                                 | 5,560.00                                        | 5,560.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5151.000</a> | PHYSICALS/IMMUNIZATIONS     | 535.50                      | 700.00                    | 321.00                                   | 700.00                                          | 700.00                              | 0.00                             | 0.00%    |
| <a href="#">610.8015.5210.000</a> | ADVERTISING & LEGAL PUB     | 458.28                      | 1,000.00                  | 11.36                                    | 1,000.00                                        | 1,000.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5216.000</a> | BACKGROUND CHECKS           | 30.00                       | 60.00                     | 0.00                                     | 60.00                                           | 60.00                               | 0.00                             | 0.00%    |
| <a href="#">610.8015.5220.000</a> | COLLECTION COSTS/REFUNDS    | 86,299.73                   | 94,200.00                 | 47,072.58                                | 94,200.00                                       | 99,200.00                           | 5,000.00                         | 5.31%    |
| <a href="#">610.8015.5230.000</a> | CONSULTING & PROF FEES      | 0.00                        | 0.00                      | 16,197.00                                | 17,000.00                                       | 0.00                                | -17,000.00                       | -100.00% |
| <a href="#">610.8015.5231.000</a> | ACCOUNTING FEES             | 73,500.00                   | 73,500.00                 | 36,750.00                                | 73,500.00                                       | 73,500.00                           | 0.00                             | 0.00%    |
| <a href="#">610.8015.5232.000</a> | AUDITING FEES               | 3,189.00                    | 2,500.00                  | 0.00                                     | 3,514.00                                        | 3,710.00                            | 196.00                           | 5.58%    |
| <a href="#">610.8015.5233.000</a> | ENGINEERING FEES            | 48,582.30                   | 125,000.00                | 31,202.18                                | 125,000.00                                      | 75,000.00                           | -50,000.00                       | -40.00%  |
| <a href="#">610.8015.5234.000</a> | LEGAL EXPENSES              | 150.00                      | 2,500.00                  | 37.50                                    | 2,500.00                                        | 2,500.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5251.000</a> | LICENSE & PERMITS           | 2,350.50                    | 2,700.00                  | 1,370.00                                 | 2,700.00                                        | 2,700.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5260.000</a> | DAMAGES/TORT LIAB CLAIMS    | 0.00                        | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">610.8015.5280.000</a> | DUES, MEMBER, SUBSCRIPTN    | 480.00                      | 1,200.00                  | 1,042.37                                 | 1,200.00                                        | 1,200.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5290.000</a> | INSURANCE - GENERAL         | 43,637.15                   | 42,000.00                 | 0.00                                     | 48,001.00                                       | 50,401.00                           | 2,400.00                         | 5.00%    |
| <a href="#">610.8015.5300.000</a> | INSURANCE - TORT LIAB       | 5,718.50                    | 6,480.00                  | 0.00                                     | 6,290.00                                        | 6,605.00                            | 315.00                           | 5.01%    |
| <a href="#">610.8015.5339.000</a> | MEDICAL CLAIMS PAID BY CITY | 383.42                      | 0.00                      | 0.00                                     | 0.00                                            | 500.00                              | 500.00                           | 0.00%    |
| <a href="#">610.8015.5339.010</a> | MEDICAL CLAIMS PAID BY CITY | 0.00                        | 0.00                      | 0.00                                     | 500.00                                          | 500.00                              | 0.00                             | 0.00%    |
| <a href="#">610.8015.5342.000</a> | CONTRACT-OUTSIDE HELP       | 103,091.01                  | 260,500.00                | 70,748.00                                | 260,500.00                                      | 260,500.00                          | 0.00                             | 0.00%    |
| <a href="#">610.8015.5344.000</a> | CONTRACT-MAINTENANCE        | 33,634.07                   | 15,800.00                 | 5,925.96                                 | 15,800.00                                       | 60,000.00                           | 44,200.00                        | 279.75%  |
| <a href="#">610.8015.5347.000</a> | CONTRACT-SOFTWARE MAINT     | 3,781.50                    | 4,250.00                  | 661.50                                   | 4,250.00                                        | 4,250.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5347.150</a> | CONTRACT-CMPTR TECH SPRT    | 0.00                        | 1,500.00                  | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">610.8015.5360.000</a> | POSTAGE & SHIPPING          | 871.49                      | 2,200.00                  | 248.18                                   | 1,200.00                                        | 1,400.00                            | 200.00                           | 16.67%   |
| <a href="#">610.8015.5380.000</a> | RENTS & LEASES              | 1,520.35                    | 1,000.00                  | 651.50                                   | 1,000.00                                        | 1,000.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5386.000</a> | CONTRACT LAWN CARE          | 5,630.00                    | 5,500.00                  | 3,445.00                                 | 5,500.00                                        | 7,500.00                            | 2,000.00                         | 36.36%   |
| <a href="#">610.8015.5410.000</a> | REPAIRS & MAINTENANCE       | 63,710.15                   | 120,000.00                | 73,068.24                                | 120,000.00                                      | 150,000.00                          | 30,000.00                        | 25.00%   |
| <a href="#">610.8015.5440.000</a> | TAXES PAID                  | 7,948.00                    | 10,000.00                 | 4,148.00                                 | 10,000.00                                       | 10,000.00                           | 0.00                             | 0.00%    |
| <a href="#">610.8015.5441.000</a> | SALES TAXES PAID/RECEIVED   | 13,142.80                   | 50,000.00                 | -13,148.14                               | 50,000.00                                       | 50,000.00                           | 0.00                             | 0.00%    |
| <a href="#">610.8015.5450.000</a> | TELEPHONE/OTHR COMMNCTN     | 5,497.00                    | 4,000.00                  | 2,394.79                                 | 7,800.00                                        | 11,000.00                           | 3,200.00                         | 41.03%   |
| <a href="#">610.8015.5460.000</a> | CONFERENCE EXPENSE          | 3,664.25                    | 7,500.00                  | 820.00                                   | 7,500.00                                        | 7,500.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5462.000</a> | TRAVEL-OTHER                | 118.68                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">610.8015.5465.000</a> | TRAVEL - HOTEL/MOTEL        | 2,004.41                    | 1,600.00                  | 1,461.65                                 | 1,600.00                                        | 1,600.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5481.000</a> | ELECTRICITY                 | 310,562.92                  | 280,000.00                | 184,117.61                               | 370,000.00                                      | 375,000.00                          | 5,000.00                         | 1.35%    |
| <a href="#">610.8015.5482.000</a> | NATURAL GAS                 | 67,019.54                   | 110,000.00                | 20,777.01                                | 75,000.00                                       | 80,000.00                           | 5,000.00                         | 6.67%    |
| <a href="#">610.8015.5483.000</a> | WATER                       | 10,999.90                   | 17,000.00                 | 4,558.85                                 | 12,000.00                                       | 11,000.00                           | -1,000.00                        | -8.33%   |
| <a href="#">610.8015.5484.000</a> | PROPANE                     | 87.14                       | 230.00                    | 25.23                                    | 230.00                                          | 230.00                              | 0.00                             | 0.00%    |
| <a href="#">610.8015.5485.000</a> | STORM WATER FEES            | 2,453.13                    | 2,500.00                  | 2,453.13                                 | 2,453.00                                        | 2,453.00                            | 0.00                             | 0.00%    |
| <a href="#">610.8015.5487.000</a> | FUEL OIL                    | 1,919.20                    | 2,000.00                  | 0.00                                     | 2,000.00                                        | 2,500.00                            | 500.00                           | 25.00%   |
| <a href="#">610.8015.5565.000</a> | VEHICLE OPER/MAINT SPPLY    | 1,434.63                    | 5,500.00                  | 2,538.11                                 | 5,500.00                                        | 5,500.00                            | 0.00                             | 0.00%    |

# Budget Comparison Report

|                                   |                            |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %       |
|-----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|---------|
|                                   |                            | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |         |
| Account Number                    |                            |                             |                           |                                          |                                                 |                                     |                                  |         |
| <a href="#">610.8015.5570.000</a> | VEHICLE GAS                | 3,558.90                    | 2,500.00                  | 927.81                                   | 2,500.00                                        | 3,500.00                            | 1,000.00                         | 40.00%  |
| <a href="#">610.8015.5571.000</a> | VEHICLE DIESEL FUEL        | 865.85                      | 900.00                    | 552.53                                   | 900.00                                          | 900.00                              | 0.00                             | 0.00%   |
| <a href="#">610.8015.5600.000</a> | OPERATING SUPPLIES         | 102,311.12                  | 235,000.00                | 58,123.97                                | 235,000.00                                      | 235,000.00                          | 0.00                             | 0.00%   |
| <a href="#">610.8015.5603.000</a> | LAB EXPENSES               | 36,692.29                   | 40,000.00                 | 15,861.01                                | 40,000.00                                       | 45,000.00                           | 5,000.00                         | 12.50%  |
| <a href="#">610.8015.5605.000</a> | OFFICE SUPPLIES            | 1,031.25                    | 1,500.00                  | 964.92                                   | 1,500.00                                        | 1,500.00                            | 0.00                             | 0.00%   |
| <a href="#">610.8015.5612.000</a> | COMPUTER COMPONENTS        | 1,349.91                    | 3,000.00                  | 371.15                                   | 3,000.00                                        | 3,000.00                            | 0.00                             | 0.00%   |
| <a href="#">610.8015.5703.000</a> | MINOR COMPUTER             | 1,750.00                    | 12,000.00                 | 0.00                                     | 3,000.00                                        | 4,000.00                            | 1,000.00                         | 33.33%  |
| <a href="#">610.8015.5704.000</a> | MINOR SOFTWARE <\$5,000    | 0.00                        | 0.00                      | 390.00                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%   |
| <a href="#">610.8015.5718.000</a> | MINOR EQUIP, UNCLASSIFIED  | 49,569.59                   | 62,686.00                 | 36,039.99                                | 62,686.00                                       | 90,000.00                           | 27,314.00                        | 43.57%  |
| <a href="#">610.8015.5750.000</a> | OTHER CAP EQUIP > \$5,000  | 105,027.93                  | 977,600.00                | 54,941.93                                | 977,600.00                                      | 750,000.00                          | -227,600.00                      | -23.28% |
| <a href="#">610.8015.5776.000</a> | BUILDINGS & IMPROVEMENTS   | 0.00                        | 448,000.00                | 0.00                                     | 448,000.00                                      | 650,000.00                          | 202,000.00                       | 45.09%  |
| <a href="#">610.8015.5810.000</a> | PRINCIPAL REDEMPTION       | 495,959.40                  | 512,249.00                | 3,280,962.44                             | 512,249.00                                      | 538,556.00                          | 26,307.00                        | 5.14%   |
| <a href="#">610.8015.5820.000</a> | INTEREST PAYMENTS          | 113,748.94                  | 102,781.00                | 56,859.26                                | 102,781.00                                      | 57,135.00                           | -45,646.00                       | -44.41% |
| <a href="#">610.8015.5830.000</a> | OTHER DEBT SERV EXP        | 500.00                      | 500.00                    | 109.00                                   | 500.00                                          | 300.00                              | -200.00                          | -40.00% |
| <a href="#">610.8015.5980.000</a> | REFUNDS/REIMB              | 10,388.30                   | 11,000.00                 | 59,384.90                                | 66,000.00                                       | 11,000.00                           | -55,000.00                       | -83.33% |
| <a href="#">610.8016.5010.010</a> | REGULAR-NON UNION          | 76,074.49                   | 83,228.00                 | 42,456.89                                | 83,228.00                                       | 89,306.74                           | 6,078.74                         | 7.30%   |
| <a href="#">610.8016.5010.040</a> | REGULAR-PPME UNION         | 112,076.61                  | 156,301.00                | 76,891.31                                | 156,301.00                                      | 158,088.16                          | 1,787.16                         | 1.14%   |
| <a href="#">610.8016.5020.010</a> | OVERTIME-NON UNION         | 116.46                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%   |
| <a href="#">610.8016.5020.040</a> | OVERTIME-PPME UNION        | 3,633.96                    | 0.00                      | 2,340.44                                 | 5,000.00                                        | 5,000.00                            | 0.00                             | 0.00%   |
| <a href="#">610.8016.5101.010</a> | SOCIAL SECURITY-NON UNION  | 4,482.68                    | 5,160.00                  | 2,503.16                                 | 5,160.00                                        | 5,537.02                            | 377.02                           | 7.31%   |
| <a href="#">610.8016.5101.040</a> | SOCIAL SECURITY-PPME UNION | 6,859.97                    | 9,691.00                  | 4,705.40                                 | 9,691.00                                        | 9,801.47                            | 110.47                           | 1.14%   |
| <a href="#">610.8016.5102.010</a> | MEDICARE-NON UNION         | 1,048.54                    | 1,207.00                  | 585.51                                   | 1,207.00                                        | 1,294.95                            | 87.95                            | 7.29%   |
| <a href="#">610.8016.5102.040</a> | MEDICARE-PPME UNION        | 1,604.20                    | 2,266.00                  | 1,100.46                                 | 2,266.00                                        | 2,292.28                            | 26.28                            | 1.16%   |
| <a href="#">610.8016.5111.010</a> | IPERS-NON UNION            | 7,192.62                    | 7,857.00                  | 4,008.10                                 | 7,857.00                                        | 8,430.56                            | 573.56                           | 7.30%   |
| <a href="#">610.8016.5111.040</a> | IPERS-PPME UNION           | 10,923.03                   | 14,755.00                 | 7,479.50                                 | 14,755.00                                       | 14,923.52                           | 168.52                           | 1.14%   |
| <a href="#">610.8016.5121.010</a> | GRP INSUR-NON UNION        | 11,420.28                   | 18,052.00                 | 6,189.99                                 | 18,052.00                                       | 17,441.40                           | -610.60                          | -3.38%  |
| <a href="#">610.8016.5121.040</a> | GRP INSUR-PPME UNION       | 22,808.23                   | 31,765.00                 | 15,200.37                                | 31,765.00                                       | 30,690.72                           | -1,074.28                        | -3.38%  |
| <a href="#">610.8016.5122.000</a> | RETIREEES GRP HLTH INS     | 12,699.84                   | 11,124.00                 | 7,677.36                                 | 15,354.00                                       | 15,355.00                           | 1.00                             | 0.01%   |
| <a href="#">610.8016.5123.010</a> | WORKCOMP-NON UNION         | 905.86                      | 2,432.00                  | 410.26                                   | 2,432.00                                        | 2,609.10                            | 177.10                           | 7.28%   |
| <a href="#">610.8016.5123.040</a> | WORKCOMP-PPME UNION        | 1,827.73                    | 4,566.00                  | 1,182.23                                 | 4,566.00                                        | 4,618.55                            | 52.55                            | 1.15%   |
| <a href="#">610.8016.5132.000</a> | CLOTHING EXPENSE           | 1,145.39                    | 1,200.00                  | 228.56                                   | 1,200.00                                        | 1,200.00                            | 0.00                             | 0.00%   |
| <a href="#">610.8016.5151.000</a> | PHYSICALS/IMMUNIZATIONS    | 310.20                      | 315.00                    | 126.00                                   | 315.00                                          | 315.00                              | 0.00                             | 0.00%   |
| <a href="#">610.8016.5210.000</a> | ADVERTISING & LEGAL PUB    | 539.54                      | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%   |
| <a href="#">610.8016.5216.000</a> | BACKGROUND CHECKS          | 18.00                       | 0.00                      | 0.00                                     | 0.00                                            | 0.00                                | 0.00                             | 0.00%   |
| <a href="#">610.8016.5230.000</a> | CONSULTING & PROF FEES     | 4,422.52                    | 600.00                    | 702.84                                   | 600.00                                          | 600.00                              | 0.00                             | 0.00%   |
| <a href="#">610.8016.5233.000</a> | ENGINEERING FEES           | 0.00                        | 5,000.00                  | 0.00                                     | 5,000.00                                        | 5,000.00                            | 0.00                             | 0.00%   |
| <a href="#">610.8016.5234.000</a> | LEGAL EXPENSES             | 377.50                      | 500.00                    | 92.33                                    | 500.00                                          | 500.00                              | 0.00                             | 0.00%   |
| <a href="#">610.8016.5251.000</a> | LICENSE & PERMITS          | 83.40                       | 100.00                    | 0.00                                     | 100.00                                          | 100.00                              | 0.00                             | 0.00%   |
| <a href="#">610.8016.5280.000</a> | DUES, MEMBER, SUBSCRIPTN   | 852.00                      | 2,494.00                  | 84.00                                    | 2,494.00                                        | 2,494.00                            | 0.00                             | 0.00%   |

# Budget Comparison Report

|                                            |                               |                             |                           |                                          | Comparison 1<br>Budget         |                                     | Comparison 1<br>to Parent Budget |                          |
|--------------------------------------------|-------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|--------------------------|
|                                            |                               | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  |                                     | %                                |                          |
|                                            |                               |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request |                                  | Increase /<br>(Decrease) |
| Account Number                             |                               |                             |                           |                                          |                                |                                     |                                  |                          |
| <a href="#">610.8016.5290.000</a>          | INSURANCE - GENERAL           | 4,330.42                    | 4,100.00                  | 0.00                                     | 4,763.00                       | 5,001.00                            | 238.00                           | 5.00%                    |
| <a href="#">610.8016.5300.000</a>          | INSURANCE - TORT LIAB         | 1,253.79                    | 5,300.00                  | 0.00                                     | 1,379.00                       | 1,448.00                            | 69.00                            | 5.00%                    |
| <a href="#">610.8016.5339.000</a>          | MEDICAL CLAIMS PAID BY CITY   | 1,226.83                    | 0.00                      | 66.77                                    | 500.00                         | 500.00                              | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5342.000</a>          | CONTRACT-OUTSIDE HELP         | 5,329.88                    | 6,000.00                  | 434.04                                   | 6,000.00                       | 6,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5344.000</a>          | CONTRACT-MAINTENANCE          | 62,253.15                   | 60,000.00                 | 75,800.84                                | 80,000.00                      | 80,000.00                           | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5347.000</a>          | CONTRACT-SOFTWARE MAINT       | 7,608.83                    | 8,500.00                  | 7,714.06                                 | 8,500.00                       | 8,500.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5360.000</a>          | POSTAGE & SHIPPING            | 0.00                        | 200.00                    | 8.10                                     | 200.00                         | 200.00                              | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5380.000</a>          | RENTS & LEASES                | 0.00                        | 300.00                    | 0.00                                     | 300.00                         | 300.00                              | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5410.000</a>          | REPAIRS & MAINTENANCE         | 1,169.08                    | 18,000.00                 | 111.60                                   | 18,000.00                      | 18,000.00                           | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5412.000</a>          | REPAIRS & MAINT LIFT STATION  | 3,605.61                    | 11,500.00                 | 3,283.69                                 | 11,500.00                      | 51,000.00                           | 39,500.00                        | 343.48%                  |
| <a href="#">610.8016.5450.000</a>          | TELEPHONE/OTHR COMMNCTN       | 1,706.14                    | 3,000.00                  | 680.28                                   | 3,000.00                       | 1,800.00                            | -1,200.00                        | -40.00%                  |
| <a href="#">610.8016.5460.000</a>          | CONFERENCE EXPENSE            | 79.97                       | 2,500.00                  | 0.00                                     | 2,500.00                       | 2,500.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5481.000</a>          | ELECTRICITY                   | 14,128.87                   | 14,600.00                 | 7,560.76                                 | 14,600.00                      | 14,600.00                           | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5482.000</a>          | NATURAL GAS                   | 1,471.88                    | 500.00                    | 374.07                                   | 750.00                         | 1,200.00                            | 450.00                           | 60.00%                   |
| <a href="#">610.8016.5483.000</a>          | WATER                         | 0.00                        | 3,000.00                  | 0.00                                     | 1,500.00                       | 1,500.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5565.000</a>          | VEHICLE OPER/MAINT SPPLY      | 1,262.53                    | 5,000.00                  | 763.15                                   | 5,000.00                       | 5,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5570.000</a>          | VEHICLE GAS                   | 3,609.73                    | 4,000.00                  | 1,776.89                                 | 4,000.00                       | 4,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5571.000</a>          | VEHICLE DIESEL FUEL           | 735.92                      | 1,600.00                  | 597.88                                   | 1,600.00                       | 1,600.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5600.000</a>          | OPERATING SUPPLIES            | 7,291.04                    | 15,000.00                 | 6,661.97                                 | 15,000.00                      | 15,000.00                           | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5605.000</a>          | OFFICE SUPPLIES               | 149.83                      | 1,000.00                  | 33.94                                    | 1,000.00                       | 1,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5612.000</a>          | COMPUTER COMPONENTS           | 0.00                        | 1,000.00                  | 0.00                                     | 1,000.00                       | 1,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5615.000</a>          | LIFT STATION OPERATING SUPPLY | 2,709.71                    | 13,000.00                 | 2,479.76                                 | 13,000.00                      | 10,000.00                           | -3,000.00                        | -23.08%                  |
| <a href="#">610.8016.5702.000</a>          | MINOR OFFICE FURN/EQUIP       | 0.00                        | 0.00                      | 1,172.61                                 | 0.00                           | 0.00                                | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5703.000</a>          | MINOR COMPUTER                | 841.22                      | 3,000.00                  | 87.00                                    | 3,000.00                       | 3,000.00                            | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5718.000</a>          | MINOR EQUIP, UNCLASSIFIED     | 2,136.00                    | 3,500.00                  | 185.40                                   | 3,500.00                       | 5,000.00                            | 1,500.00                         | 42.86%                   |
| <a href="#">610.8016.5719.000</a>          | MINOR EQUIP, LIFT STATIONS    | 0.00                        | 18,700.00                 | 5,204.23                                 | 18,700.00                      | 10,700.00                           | -8,000.00                        | -42.78%                  |
| <a href="#">610.8016.5750.000</a>          | OTHER CAP EQUIP > \$5,000     | 110,044.01                  | 0.00                      | 40,857.94                                | 41,000.00                      | 0.00                                | -41,000.00                       | -100.00%                 |
| <a href="#">610.8016.5765.000</a>          | LIFT STATIONS                 | 0.00                        | 0.00                      | 0.00                                     | 0.00                           | 100,000.00                          | 100,000.00                       | 0.00%                    |
| <a href="#">610.8016.5783.000</a>          | R.O.W - LAND TEMPOARY         | 2,500.00                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%                    |
| <a href="#">610.8016.5810.000</a>          | PRINCIPAL REDEMPTION          | 1,464,000.00                | 1,077,000.00              | 123,000.00                               | 5,104,000.00                   | 1,272,000.00                        | -3,832,000.00                    | -75.08%                  |
| <a href="#">610.8016.5820.000</a>          | INTEREST PAYMENTS             | 352,329.55                  | 314,269.00                | 159,815.16                               | 336,865.00                     | 308,185.00                          | -28,680.00                       | -8.51%                   |
| <a href="#">610.8016.5830.000</a>          | OTHER DEBT SERV EXP           | 2,000.00                    | 1,500.00                  | 1,000.00                                 | 4,728.00                       | 10,217.00                           | 5,489.00                         | 116.10%                  |
| Total Expense:                             |                               | 5,376,373.79                | 6,913,461.00              | 5,308,136.40                             | 11,150,019.00                  | 8,025,405.41                        | -3,124,613.59                    | -28.02%                  |
| Total Fund: 610 - WATER POLLUTION CONTROL: |                               | -13,573.76                  | -6,913,461.00             | -3,629,011.18                            | 7,796.00                       | -0.41                               | -7,796.41                        | -100.01%                 |
| Fund: 611 - WPCP REVENUE                   |                               |                             |                           |                                          |                                |                                     |                                  |                          |
| Revenue                                    |                               |                             |                           |                                          |                                |                                     |                                  |                          |
| <a href="#">611.6021.4610.000</a>          | INTEREST ON INVESTMENTS       | 314,904.46                  | 100,000.00                | 86,471.72                                | 100,000.00                     | 100,000.00                          | 0.00                             | 0.00%                    |
| <a href="#">611.6021.4990.000</a>          | DEBT ISSUANCE                 | 0.00                        | 0.00                      | 3,220,000.00                             | 3,220,000.00                   | 0.00                                | -3,220,000.00                    | -100.00%                 |
| <a href="#">611.6021.4993.000</a>          | BOND PREMIUM                  | 0.00                        | 0.00                      | 10,000.00                                | 10,000.00                      | 0.00                                | -10,000.00                       | -100.00%                 |

# Budget Comparison Report

|                                           |                          |                |              | Comparison 1      | Comparison 1     |              |               |
|-------------------------------------------|--------------------------|----------------|--------------|-------------------|------------------|--------------|---------------|
|                                           |                          |                |              | Budget            | to Parent Budget |              |               |
|                                           |                          |                |              | Parent Budget     |                  |              |               |
|                                           |                          |                |              | 2019-2020         | 2020-2021        |              |               |
|                                           |                          |                |              | FY2020 Re-Esti... | FY2021 Dept      | Increase /   | %             |
|                                           |                          |                |              |                   | Request          | (Decrease)   |               |
| Account Number                            |                          | 2018-2019      | 2019-2020    | 2019-2020         |                  |              |               |
|                                           |                          | Total Activity | Total Budget | YTD Activity      |                  |              |               |
|                                           |                          |                |              | Through Dec       |                  |              |               |
| <a href="#">611.8015.4230.000</a>         | MISC BUSINESS LIC/PRMTS  | 2,282.00       | 3,400.00     | 2,439.00          | 3,400.00         | 3,400.00     | 0.00          |
| <a href="#">611.8015.4310.000</a>         | WPCP FED OPER GRT/REIMB  | 0.00           | 96.00        | 0.00              | 96.00            | 96.00        | 0.00          |
| <a href="#">611.8015.4440.000</a>         | JBS SEWER CHARGES        | 2,476,704.94   | 2,200,000.00 | 1,544,796.92      | 2,400,000.00     | 2,400,000.00 | 0.00          |
| <a href="#">611.8015.4441.000</a>         | SEWER FEES               | 5,494,537.81   | 5,015,000.00 | 2,684,217.57      | 5,100,000.00     | 5,100,000.00 | 0.00          |
| <a href="#">611.8015.4442.000</a>         | SEWER CONNECTION CHARGES | 300.00         | 4,000.00     | 0.00              | 4,000.00         | 4,000.00     | 0.00          |
| <a href="#">611.8015.4443.000</a>         | LAB TESTING FEES         | 42,520.00      | 49,000.00    | 24,641.00         | 49,000.00        | 49,000.00    | 0.00          |
| <a href="#">611.8015.4444.000</a>         | REFUSE HAULING & DUMPING | 61,219.66      | 75,000.00    | 38,457.17         | 75,000.00        | 75,000.00    | 0.00          |
| <a href="#">611.8015.4445.000</a>         | MISC SEWER CHARGES       | 200.00         | 500.00       | 0.00              | 500.00           | 500.00       | 0.00          |
| <a href="#">611.8015.4616.000</a>         | INT CHRGD - ACCTS REC    | 9.04           | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| <a href="#">611.8015.4622.000</a>         | FARM INCOME              | 50,232.97      | 50,300.00    | 0.00              | 50,300.00        | 50,300.00    | 0.00          |
| <a href="#">611.8015.4875.000</a>         | REFND/REIMB: WPCP        | 12,353.44      | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| <a href="#">611.8015.4876.000</a>         | MISC REV: WPCP           | 218.24         | 0.00         | 163.20            | 0.00             | 0.00         | 0.00          |
| Total Revenue:                            |                          | 8,455,482.56   | 7,497,296.00 | 7,611,186.58      | 11,012,296.00    | 7,782,296.00 | -3,230,000.00 |
|                                           |                          |                |              |                   |                  |              | -29.33%       |
| Expense                                   |                          |                |              |                   |                  |              |               |
| <a href="#">611.9000.7500.610</a>         | TR TO OPERATING FUND     | 5,362,184.47   | 0.00         | 1,679,054.11      | 11,157,815.00    | 8,025,405.00 | -3,132,410.00 |
| <a href="#">611.9000.7500.612</a>         | TR TO WPCP REV BOND FUND | 101,711.70     | 0.00         | 0.00              | 0.00             | 150,000.00   | 150,000.00    |
| <a href="#">611.9000.7500.616</a>         | TR TO SANITARY SEWER     | 58,609.17      | 0.00         | 0.00              | 100,000.00       | 0.00         | -100,000.00   |
| Total Expense:                            |                          | 5,522,505.34   | 0.00         | 1,679,054.11      | 11,257,815.00    | 8,175,405.00 | -3,082,410.00 |
|                                           |                          |                |              |                   |                  |              | -27.38%       |
| Total Fund: 611 - WPCP REVENUE:           |                          | 2,932,977.22   | 7,497,296.00 | 5,932,132.47      | -245,519.00      | -393,109.00  | -147,590.00   |
|                                           |                          |                |              |                   |                  |              | 60.11%        |
| Fund: 612 - WPCP REVENUE BOND FUND        |                          |                |              |                   |                  |              |               |
| Revenue                                   |                          |                |              |                   |                  |              |               |
| <a href="#">612.6021.4990.000</a>         | DEBT ISSUANCE            | 0.00           | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| <a href="#">612.8016.4990.000</a>         | DEBT ISSUANCE            | 0.00           | 0.00         | 477,848.20        | 3,500,000.00     | 0.00         | -3,500,000.00 |
| <a href="#">612.9000.6500.611</a>         | TRANSFER IN - WPCP       | 101,711.70     | 0.00         | 0.00              | 0.00             | 150,000.00   | 150,000.00    |
| Total Revenue:                            |                          | 101,711.70     | 0.00         | 477,848.20        | 3,500,000.00     | 150,000.00   | -3,350,000.00 |
|                                           |                          |                |              |                   |                  |              | -95.71%       |
| Expense                                   |                          |                |              |                   |                  |              |               |
| <a href="#">612.8016.5210.000</a>         | ADVERTISING & LEGAL PUB  | 30.52          | 0.00         | 49.86             | 0.00             | 0.00         | 0.00          |
| <a href="#">612.8016.5230.000</a>         | CONSULTING & PROF FEES   | 4,000.00       | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| <a href="#">612.8016.5233.000</a>         | ENGINEERING FEES         | 68,698.50      | 0.00         | 87,988.90         | 110,000.00       | 0.00         | -110,000.00   |
| <a href="#">612.8016.5234.000</a>         | LEGAL EXPENSES           | 0.00           | 0.00         | 10,000.00         | 10,000.00        | 0.00         | -10,000.00    |
| <a href="#">612.8016.5348.000</a>         | CONTRACT-OTHER           | 19,961.16      | 0.00         | 985,614.17        | 3,380,000.00     | 150,000.00   | -3,230,000.00 |
| <a href="#">612.8016.5782.000</a>         | R.O.W. - LAND PERMANENT  | 7,662.80       | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| <a href="#">612.8016.5783.000</a>         | R.O.W. - LAND TEMPORARY  | 1,327.20       | 0.00         | 0.00              | 0.00             | 0.00         | 0.00          |
| Total Expense:                            |                          | 101,680.18     | 0.00         | 1,083,652.93      | 3,500,000.00     | 150,000.00   | -3,350,000.00 |
|                                           |                          |                |              |                   |                  |              | -95.71%       |
| Total Fund: 612 - WPCP REVENUE BOND FUND: |                          | 31.52          | 0.00         | -605,804.73       | 0.00             | 0.00         | 0.00          |
|                                           |                          |                |              |                   |                  |              | 0.00%         |

# Budget Comparison Report

|                                                  |                          |                             |                           |                                          | Comparison 1                   | Comparison 1                        |                          |          |
|--------------------------------------------------|--------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|--------------------------|----------|
|                                                  |                          |                             |                           |                                          | Parent Budget                  | Budget                              | to Parent Budget         | %        |
| Account Number                                   |                          | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease) |          |
| Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV        |                          |                             |                           |                                          |                                |                                     |                          |          |
| Revenue                                          |                          |                             |                           |                                          |                                |                                     |                          |          |
| 614.6021.4610.000                                | INTEREST ON INVESTMENTS  | 17,179.90                   | 13,000.00                 | 233.56                                   | 25,000.00                      | 25,000.00                           | 0.00                     | 0.00%    |
| Total Revenue:                                   |                          | 17,179.90                   | 13,000.00                 | 233.56                                   | 25,000.00                      | 25,000.00                           | 0.00                     | 0.00%    |
| Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV: |                          | 17,179.90                   | 13,000.00                 | 233.56                                   | 25,000.00                      | 25,000.00                           | 0.00                     | 0.00%    |
| Fund: 616 - SANITARY SEWER REHAB PROJECT         |                          |                             |                           |                                          |                                |                                     |                          |          |
| Revenue                                          |                          |                             |                           |                                          |                                |                                     |                          |          |
| 616.6021.4990.000                                | DEBT ISSUANCE            | 0.00                        | 1,912,000.00              | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| 616.9000.6500.611                                | TR FRM WPCP REVENUE      | 58,609.17                   | 0.00                      | 0.00                                     | 100,000.00                     | 0.00                                | -100,000.00              | -100.00% |
| Total Revenue:                                   |                          | 58,609.17                   | 1,912,000.00              | 0.00                                     | 100,000.00                     | 0.00                                | -100,000.00              | -100.00% |
| Expense                                          |                          |                             |                           |                                          |                                |                                     |                          |          |
| 616.8016.5233.000                                | ENGINEERING FEES         | 5,304.00                    | 100,000.00                | 13,122.25                                | 100,000.00                     | 0.00                                | -100,000.00              | -100.00% |
| 616.8016.5342.000                                | CONTRACT-OUTSIDE HELP    | 53,305.17                   | 2,600,000.00              | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| Total Expense:                                   |                          | 58,609.17                   | 2,700,000.00              | 13,122.25                                | 100,000.00                     | 0.00                                | -100,000.00              | -100.00% |
| Total Fund: 616 - SANITARY SEWER REHAB PROJECT:  |                          | 0.00                        | -788,000.00               | -13,122.25                               | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| Fund: 617 - SANITARY SEWER NEW CONSTRUCTN        |                          |                             |                           |                                          |                                |                                     |                          |          |
| Revenue                                          |                          |                             |                           |                                          |                                |                                     |                          |          |
| 617.8016.4279.000                                | SEWER CONNECTION PERMIT  | 1,711.00                    | 0.00                      | 1,445.00                                 | 1,500.00                       | 1,500.00                            | 0.00                     | 0.00%    |
| 617.8016.4442.000                                | SEWER CONNECTION CHARGES | 13,143.39                   | 14,000.00                 | 6,500.00                                 | 14,000.00                      | 14,000.00                           | 0.00                     | 0.00%    |
| 617.8016.4616.000                                | INT CHRGD - ACCTS REC    | 8.25                        | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| Total Revenue:                                   |                          | 14,862.64                   | 14,000.00                 | 7,945.00                                 | 15,500.00                      | 15,500.00                           | 0.00                     | 0.00%    |
| Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN: |                          | 14,862.64                   | 14,000.00                 | 7,945.00                                 | 15,500.00                      | 15,500.00                           | 0.00                     | 0.00%    |
| Fund: 690 - TRANSIT OPERATING                    |                          |                             |                           |                                          |                                |                                     |                          |          |
| Revenue                                          |                          |                             |                           |                                          |                                |                                     |                          |          |
| 690.6021.4610.000                                | INTEREST ON INVESTMENTS  | 824.37                      | 500.00                    | 18.58                                    | 500.00                         | 500.00                              | 0.00                     | 0.00%    |
| 690.8050.4310.000                                | BUS-FED SEC 18 OPER ASST | 195,722.00                  | 210,000.00                | 76,724.00                                | 210,000.00                     | 210,000.00                          | 0.00                     | 0.00%    |
| 690.8050.4315.000                                | TRANSIT FED CAP GRANT    | 436,655.00                  | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| 690.8050.4330.000                                | STATE OPER GRANT         | 156,243.24                  | 180,000.00                | 103,014.21                               | 180,000.00                     | 180,000.00                          | 0.00                     | 0.00%    |
| 690.8050.4460.000                                | BUS FARE BOX             | 25,249.03                   | 35,000.00                 | 19,191.78                                | 35,000.00                      | 35,000.00                           | 0.00                     | 0.00%    |
| 690.8050.4462.000                                | BUS SHELTERED WORK SHOPS | 15,173.00                   | 9,000.00                  | 8,758.00                                 | 40,000.00                      | 75,000.00                           | 35,000.00                | 87.50%   |
| 690.8050.4464.000                                | BUS REVENUE PASSES       | 8,255.00                    | 11,000.00                 | 6,020.00                                 | 11,000.00                      | 11,000.00                           | 0.00                     | 0.00%    |
| 690.8050.4465.000                                | BUS REV PASSES-STUDNT    | 8,245.00                    | 9,000.00                  | 3,790.00                                 | 9,000.00                       | 9,000.00                            | 0.00                     | 0.00%    |
| 690.8050.4466.000                                | BUS TICKETS              | 4,124.00                    | 5,000.00                  | 2,458.00                                 | 4,000.00                       | 4,000.00                            | 0.00                     | 0.00%    |
| 690.8050.4467.000                                | ADVERTISING ON BUSES     | 5,970.25                    | 7,000.00                  | 2,557.50                                 | 7,000.00                       | 7,000.00                            | 0.00                     | 0.00%    |
| 690.8050.4616.000                                | Int Chrgd - Accts Rec    | 0.00                        | 0.00                      | 3.15                                     | 0.00                           | 0.00                                | 0.00                     | 0.00%    |
| 690.8050.4875.000                                | RFNDS/REIMB: TRANSIT     | 236.49                      | 2,000.00                  | 2,353.18                                 | 2,500.00                       | 0.00                                | -2,500.00                | -100.00% |
| 690.8050.4876.000                                | MISC REV: TRANSIT        | 0.00                        | 2,000.00                  | 200.00                                   | 200.00                         | 0.00                                | -200.00                  | -100.00% |



# Budget Comparison Report

| Account Number                    |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %             |
|-----------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|---------------|
|                                   |                             |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |               |
| <a href="#">690.8050.4960.000</a> | SALE OF F.A.-TRANSIT        | 0.00                        | 0.00                      | 450.00                                   | 450.00                         | 0.00                                | -450.00                          | -100.00%      |
| <a href="#">690.9000.6500.001</a> | TR FRM GENERAL              | 263,551.78                  | 316,540.00                | 171,662.54                               | 316,540.00                     | 275,605.00                          | -40,935.00                       | -12.93%       |
|                                   | <b>Total Revenue:</b>       | <b>1,120,249.16</b>         | <b>787,040.00</b>         | <b>397,200.94</b>                        | <b>816,190.00</b>              | <b>807,105.00</b>                   | <b>-9,085.00</b>                 | <b>-1.11%</b> |
| <b>Expense</b>                    |                             |                             |                           |                                          |                                |                                     |                                  |               |
| <a href="#">690.8050.5010.010</a> | REGULAR-NON UNION           | 276,311.73                  | 328,699.00                | 172,139.36                               | 328,699.00                     | 354,594.05                          | 25,895.05                        | 7.88%         |
| <a href="#">690.8050.5020.010</a> | OVERTIME-NON UNION          | 31,318.56                   | 20,000.00                 | 14,811.03                                | 20,000.00                      | 20,000.00                           | 0.00                             | 0.00%         |
| <a href="#">690.8050.5020.060</a> | OVERTIME-PT REGULAR         | 233.89                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5050.060</a> | PART-TIME REGULAR           | 31,412.62                   | 52,185.00                 | 0.00                                     | 52,185.00                      | 32,619.60                           | -19,565.40                       | -37.49%       |
| <a href="#">690.8050.5060.010</a> | TERM PAYOUTS-NON UNION      | 7,188.52                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5060.060</a> | TERM PAYOUTS-PT REG         | 304.73                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5101.010</a> | SOCIAL SECURITY-NON UNION   | 18,598.52                   | 21,619.00                 | 10,960.45                                | 21,619.00                      | 23,224.83                           | 1,605.83                         | 7.43%         |
| <a href="#">690.8050.5101.060</a> | SOCIAL SECURITY-PT REGULAR  | 1,966.69                    | 3,235.00                  | 0.00                                     | 3,235.00                       | 2,022.42                            | -1,212.58                        | -37.48%       |
| <a href="#">690.8050.5102.010</a> | MEDICARE-NON UNION          | 4,349.66                    | 5,056.00                  | 2,563.28                                 | 5,056.00                       | 5,431.61                            | 375.61                           | 7.43%         |
| <a href="#">690.8050.5102.060</a> | MEDICARE-PT REGULAR         | 459.90                      | 757.00                    | 0.00                                     | 757.00                         | 472.98                              | -284.02                          | -37.52%       |
| <a href="#">690.8050.5111.010</a> | IPERS-NON UNION             | 29,040.42                   | 32,917.00                 | 17,648.26                                | 32,917.00                      | 35,361.68                           | 2,444.68                         | 7.43%         |
| <a href="#">690.8050.5111.060</a> | IPERS-PT REGULAR            | 2,987.39                    | 4,926.00                  | 0.00                                     | 4,926.00                       | 3,079.29                            | -1,846.71                        | -37.49%       |
| <a href="#">690.8050.5121.010</a> | GRP INSUR-NON UNION         | 55,152.25                   | 86,981.00                 | 31,558.48                                | 86,981.00                      | 76,656.78                           | -10,324.22                       | -11.87%       |
| <a href="#">690.8050.5121.060</a> | GRP INSUR-PT REGULAR        | 1,108.00                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5122.000</a> | RETIRES GRP HLTH INS        | 1,032.00                    | 3,429.00                  | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5123.010</a> | WORKCOMP-NON UNION          | 4,968.65                    | 9,759.00                  | 2,306.36                                 | 9,759.00                       | 10,483.76                           | 724.76                           | 7.43%         |
| <a href="#">690.8050.5123.060</a> | WORKCOMP-PT REGULAR         | 266.11                      | 1,461.00                  | 0.00                                     | 1,461.00                       | 912.92                              | -548.08                          | -37.51%       |
| <a href="#">690.8050.5132.000</a> | CLOTHING EXPENSE            | 1,425.99                    | 0.00                      | 919.16                                   | 1,250.00                       | 0.00                                | -1,250.00                        | -100.00%      |
| <a href="#">690.8050.5151.000</a> | PHYSICALS/IMMUNIZATIONS     | 358.50                      | 500.00                    | 0.00                                     | 500.00                         | 500.00                              | 0.00                             | 0.00%         |
| <a href="#">690.8050.5210.000</a> | ADVERTISING & LEGAL PUB     | 2,951.88                    | 1,000.00                  | 1,763.24                                 | 2,000.00                       | 4,000.00                            | 2,000.00                         | 100.00%       |
| <a href="#">690.8050.5216.000</a> | BACKGROUND CHECKS           | 165.00                      | 50.00                     | 15.00                                    | 50.00                          | 200.00                              | 150.00                           | 300.00%       |
| <a href="#">690.8050.5232.000</a> | AUDITING FEES               | 683.00                      | 0.00                      | 0.00                                     | 753.00                         | 795.00                              | 42.00                            | 5.58%         |
| <a href="#">690.8050.5234.000</a> | LEGAL EXPENSES              | 315.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5280.000</a> | DUES, MEMBER, SUBSCRIPTN    | 2,105.00                    | 7,500.00                  | 1,617.00                                 | 2,200.00                       | 2,200.00                            | 0.00                             | 0.00%         |
| <a href="#">690.8050.5290.000</a> | INSURANCE - GENERAL         | 17,800.72                   | 15,880.00                 | 0.00                                     | 25,581.00                      | 26,560.00                           | 979.00                           | 3.83%         |
| <a href="#">690.8050.5300.000</a> | INSURANCE - TORT LIAB       | 1,663.83                    | 1,836.00                  | 0.00                                     | 1,830.00                       | 1,922.00                            | 92.00                            | 5.03%         |
| <a href="#">690.8050.5331.000</a> | PAYMENTS-OTHER ENTITIES     | 9,358.00                    | 18,000.00                 | 4,186.00                                 | 9,000.00                       | 10,000.00                           | 1,000.00                         | 11.11%        |
| <a href="#">690.8050.5339.000</a> | MEDICAL CLAIMS PAID BY CITY | 604.40                      | 0.00                      | 180.56                                   | 500.00                         | 500.00                              | 0.00                             | 0.00%         |
| <a href="#">690.8050.5342.000</a> | CONTRACT-OUTSIDE HELP       | 5,301.01                    | 4,000.00                  | 2,133.32                                 | 4,000.00                       | 4,000.00                            | 0.00                             | 0.00%         |
| <a href="#">690.8050.5344.000</a> | CONTRACT-MAINTENANCE        | 476.17                      | 2,000.00                  | 139.38                                   | 1,000.00                       | 1,000.00                            | 0.00                             | 0.00%         |
| <a href="#">690.8050.5347.000</a> | CONTRACT-CMPTR TECH SPRT    | 550.00                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |
| <a href="#">690.8050.5359.000</a> | TOWING SERVICES             | 0.00                        | 500.00                    | 0.00                                     | 500.00                         | 500.00                              | 0.00                             | 0.00%         |
| <a href="#">690.8050.5360.000</a> | POSTAGE & SHIPPING          | 52.74                       | 150.00                    | 35.94                                    | 150.00                         | 150.00                              | 0.00                             | 0.00%         |
| <a href="#">690.8050.5370.000</a> | PRINTING & BINDING          | 2,730.61                    | 2,000.00                  | 1,319.31                                 | 2,000.00                       | 2,500.00                            | 500.00                           | 25.00%        |
| <a href="#">690.8050.5380.000</a> | RENTS & LEASES              | 63.98                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%         |

## Budget Comparison Report

|                                      |                           |                |              |              | Comparison 1      | Comparison 1     |            |          |
|--------------------------------------|---------------------------|----------------|--------------|--------------|-------------------|------------------|------------|----------|
|                                      |                           |                |              |              | Budget            | to Parent Budget |            |          |
|                                      |                           |                |              |              | Parent Budget     |                  |            |          |
|                                      |                           |                |              |              | 2019-2020         | 2020-2021        | Increase / | %        |
|                                      |                           |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease) |          |
|                                      |                           |                |              |              |                   | Request          |            |          |
| Account Number                       |                           | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |            |          |
|                                      |                           | Total Activity | Total Budget | YTD Activity |                   |                  |            |          |
|                                      |                           |                |              | Through Dec  |                   |                  |            |          |
| <a href="#">690.8050.5410.000</a>    | REPAIRS & MAINTENANCE     | 11,583.00      | 6,500.00     | 4,223.95     | 6,500.00          | 10,000.00        | 3,500.00   | 53.85%   |
| <a href="#">690.8050.5450.000</a>    | TELEPHONE/OTHR COMMNCTN   | 885.04         | 1,000.00     | 406.58       | 1,000.00          | 1,000.00         | 0.00       | 0.00%    |
| <a href="#">690.8050.5460.000</a>    | CONFERENCE EXPENSE        | 0.00           | 1,500.00     | 961.40       | 1,500.00          | 1,500.00         | 0.00       | 0.00%    |
| <a href="#">690.8050.5470.000</a>    | TRAINING                  | 40.00          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">690.8050.5481.000</a>    | ELECTRICITY               | 6,984.81       | 6,500.00     | 3,355.35     | 6,500.00          | 6,500.00         | 0.00       | 0.00%    |
| <a href="#">690.8050.5482.000</a>    | NATURAL GAS               | 7,445.20       | 6,500.00     | 1,360.12     | 6,500.00          | 6,500.00         | 0.00       | 0.00%    |
| <a href="#">690.8050.5565.000</a>    | VEHICLE OPER/MAINT SPPLY  | 73,988.70      | 80,000.00    | 38,690.16    | 79,840.00         | 80,000.00        | 160.00     | 0.20%    |
| <a href="#">690.8050.5570.000</a>    | VEHICLE GAS               | 2,202.74       | 500.00       | 2,230.69     | 6,000.00          | 6,000.00         | 0.00       | 0.00%    |
| <a href="#">690.8050.5571.000</a>    | VEHICLE DIESEL FUEL       | 61,704.74      | 55,000.00    | 22,512.33    | 55,000.00         | 60,000.00        | 5,000.00   | 9.09%    |
| <a href="#">690.8050.5600.000</a>    | OPERATING SUPPLIES        | 984.10         | 3,000.00     | 5,298.44     | 6,000.00          | 3,000.00         | -3,000.00  | -50.00%  |
| <a href="#">690.8050.5605.000</a>    | OFFICE SUPPLIES           | 2,339.57       | 1,000.00     | 519.18       | 1,000.00          | 2,000.00         | 1,000.00   | 100.00%  |
| <a href="#">690.8050.5612.000</a>    | COMPUTER COMPONENTS       | 97.48          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">690.8050.5703.000</a>    | MINOR COMPUTER            | 1,698.94       | 100.00       | 0.00         | 100.00            | 1,000.00         | 900.00     | 900.00%  |
| <a href="#">690.8050.5704.000</a>    | MINOR SOFTWARE <\$5,000   | 0.00           | 0.00         | 395.07       | 400.00            | 750.00           | 350.00     | 87.50%   |
| <a href="#">690.8050.5718.000</a>    | MINOR EQUIP, UNCLASSIFIED | 7,582.57       | 1,000.00     | 4,030.54     | 4,030.00          | 4,000.00         | -30.00     | -0.74%   |
| <a href="#">690.8050.5742.000</a>    | RADIO/SIRENS=>\$5,000     | 0.00           | 0.00         | 14,479.50    | 14,480.00         | 0.00             | -14,480.00 | -100.00% |
| <a href="#">690.8050.5750.000</a>    | OTHER CAP EQUIP > \$5,000 | 517,508.00     | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">690.8050.5776.000</a>    | BUILDINGS & IMPROVEMENTS  | 323.85         | 0.00         | 1,299.30     | 1,300.00          | 0.00             | -1,300.00  | -100.00% |
| Total Expense:                       |                           | 1,208,674.21   | 787,040.00   | 364,058.74   | 809,059.00        | 801,936.92       | -7,122.08  | -0.88%   |
| Total Fund: 690 - TRANSIT OPERATING: |                           | -88,425.05     | 0.00         | 33,142.20    | 7,131.00          | 5,168.08         | -1,962.92  | -27.53%  |
| Fund: 740 - STORM SEWER UTILITY      |                           |                |              |              |                   |                  |            |          |
| Revenue                              |                           |                |              |              |                   |                  |            |          |
| <a href="#">740.6021.4610.000</a>    | INTEREST ON INVESTMENTS   | 51,245.07      | 9,000.00     | 10,661.85    | 9,000.00          | 9,000.00         | 0.00       | 0.00%    |
| <a href="#">740.8065.4230.000</a>    | MISC BUSINESS LIC/PRMTS   | 30,090.00      | 1,500.00     | 26,596.00    | 28,000.00         | 1,500.00         | -26,500.00 | -94.64%  |
| <a href="#">740.8065.4233.000</a>    | CONST SITE EROSN/CON      | 0.00           | 1,500.00     | 0.00         | 1,500.00          | 1,500.00         | 0.00       | 0.00%    |
| <a href="#">740.8065.4430.000</a>    | STORM SEWER CHARGES       | 1,344,706.64   | 1,475,000.00 | 666,724.14   | 1,475,000.00      | 1,475,000.00     | 0.00       | 0.00%    |
| <a href="#">740.8065.4875.000</a>    | RFNDS/REIMB: STORM SWR    | 378.31         | 0.00         | 15.72        | 20.00             | 0.00             | -20.00     | -100.00% |
| <a href="#">740.8065.4960.000</a>    | SALE OF F.A.-SEWER        | 0.00           | 0.00         | 2,500.00     | 2,500.00          | 0.00             | -2,500.00  | -100.00% |
| <a href="#">740.8068.4230.000</a>    | MISC BUSINESS LIC/PRMTS   | 0.00           | 0.00         | 24.00        | 25.00             | 0.00             | -25.00     | -100.00% |
| Total Revenue:                       |                           | 1,426,420.02   | 1,487,000.00 | 706,521.71   | 1,516,045.00      | 1,487,000.00     | -29,045.00 | -1.92%   |
| Expense                              |                           |                |              |              |                   |                  |            |          |
| <a href="#">740.1040.5233.000</a>    | ENGINEERING FEES          | 0.00           | 0.00         | 4,905.88     | 30,000.00         | 0.00             | -30,000.00 | -100.00% |
| <a href="#">740.8065.5010.010</a>    | REGULAR-NON UNION         | 130,595.40     | 145,357.00   | 72,253.85    | 145,357.00        | 152,921.01       | 7,564.01   | 5.20%    |
| <a href="#">740.8065.5010.040</a>    | REGULAR-PPME UNION        | 74,718.15      | 104,200.00   | 51,260.94    | 104,200.00        | 105,392.11       | 1,192.11   | 1.14%    |
| <a href="#">740.8065.5020.010</a>    | OVERTIME-NON UNION        | 116.46         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">740.8065.5020.040</a>    | OVERTIME-PPME UNION       | 2,596.12       | 0.00         | 1,126.78     | 1,200.00          | 1,200.00         | 0.00       | 0.00%    |
| <a href="#">740.8065.5030.070</a>    | PART-TIME TEMPORARY       | 1,200.00       | 8,000.00     | 0.00         | 8,000.00          | 8,000.00         | 0.00       | 0.00%    |
| <a href="#">740.8065.5057.010</a>    | CAR REIMB-NON UNION       | 360.00         | 360.00       | 180.00       | 360.00            | 360.00           | 0.00       | 0.00%    |

# Budget Comparison Report

|                                   |                             |                             |                           | Comparison 1<br>Budget                   |                                | Comparison 1<br>to Parent Budget    | %       |
|-----------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|---------|
|                                   |                             | Parent Budget               |                           |                                          |                                | Increase /<br>(Decrease)            |         |
| Account Number                    |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request |         |
| <a href="#">740.8065.5061.040</a> | RHSA PAYOUT                 | 0.00                        | 6,855.00                  | 0.00                                     | 6,855.00                       | 6,855.00                            | 0.00%   |
| <a href="#">740.8065.5101.010</a> | SOCIAL SECURITY-NON UNION   | 7,765.83                    | 8,877.00                  | 4,204.73                                 | 8,877.00                       | 9,325.42                            | 5.05%   |
| <a href="#">740.8065.5101.040</a> | SOCIAL SECURITY-PPME UNION  | 4,583.14                    | 6,460.00                  | 3,110.96                                 | 6,460.00                       | 6,534.31                            | 1.15%   |
| <a href="#">740.8065.5101.070</a> | SOCIAL SECURITY-PT TEMP     | 74.41                       | 496.00                    | 0.00                                     | 496.00                         | 496.00                              | 0.00%   |
| <a href="#">740.8065.5102.010</a> | MEDICARE-NON UNION          | 1,852.55                    | 2,113.00                  | 1,025.06                                 | 2,113.00                       | 2,222.57                            | 5.19%   |
| <a href="#">740.8065.5102.040</a> | MEDICARE-PPME UNION         | 1,071.90                    | 1,511.00                  | 727.59                                   | 1,511.00                       | 1,528.19                            | 1.14%   |
| <a href="#">740.8065.5102.070</a> | MEDICARE-TEMPORARY          | 17.40                       | 116.00                    | 0.00                                     | 116.00                         | 116.00                              | 0.00%   |
| <a href="#">740.8065.5111.010</a> | IPERS-NON UNION             | 12,339.65                   | 13,756.00                 | 6,820.77                                 | 13,756.00                      | 14,469.73                           | 5.19%   |
| <a href="#">740.8065.5111.040</a> | IPERS-PPME UNION            | 7,298.58                    | 9,837.00                  | 4,945.35                                 | 9,837.00                       | 9,949.01                            | 1.14%   |
| <a href="#">740.8065.5121.010</a> | GRP INSUR-NON UNION         | 9,895.80                    | 11,276.00                 | 5,386.98                                 | 11,276.00                      | 10,895.04                           | -3.38%  |
| <a href="#">740.8065.5121.040</a> | GRP INSUR-PPME UNION        | 15,270.24                   | 21,177.00                 | 10,062.23                                | 21,177.00                      | 20,460.48                           | -3.38%  |
| <a href="#">740.8065.5122.000</a> | RETIRES GRP HLTH INS        | 12,121.32                   | 15,511.00                 | 5,118.24                                 | 10,236.00                      | 10,236.00                           | 0.00%   |
| <a href="#">740.8065.5123.010</a> | WORKCOMP-NON UNION          | 1,757.00                    | 4,247.00                  | 789.14                                   | 4,247.00                       | 4,467.59                            | 5.19%   |
| <a href="#">740.8065.5123.040</a> | WORKCOMP-PPME UNION         | 1,220.67                    | 3,044.00                  | 781.75                                   | 3,044.00                       | 3,079.03                            | 1.15%   |
| <a href="#">740.8065.5123.070</a> | WORKCOMP-TEMPORARY          | 9.58                        | 234.00                    | 0.00                                     | 234.00                         | 233.72                              | -0.12%  |
| <a href="#">740.8065.5132.000</a> | CLOTHING EXPENSE            | 763.63                      | 1,500.00                  | 152.39                                   | 1,500.00                       | 1,500.00                            | 0.00%   |
| <a href="#">740.8065.5151.000</a> | PHYSICALS/IMMUNIZATIONS     | 206.80                      | 250.00                    | 84.00                                    | 250.00                         | 250.00                              | 0.00%   |
| <a href="#">740.8065.5215.000</a> | BANK CHARGES                | 0.00                        | 110.00                    | 0.00                                     | 110.00                         | 110.00                              | 0.00%   |
| <a href="#">740.8065.5216.000</a> | BACKGROUND CHECKS           | 12.00                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00%   |
| <a href="#">740.8065.5220.000</a> | COLLECTION COSTS/REFUNDS    | 5,384.10                    | 5,000.00                  | 2,770.20                                 | 5,500.00                       | 5,500.00                            | 0.00%   |
| <a href="#">740.8065.5230.000</a> | CONSULTING & PROF FEES      | 1,281.68                    | 1,400.00                  | 468.56                                   | 1,400.00                       | 2,000.00                            | 42.86%  |
| <a href="#">740.8065.5231.000</a> | ACCOUNTING FEES             | 10,500.00                   | 10,500.00                 | 5,250.00                                 | 10,500.00                      | 10,500.00                           | 0.00%   |
| <a href="#">740.8065.5232.000</a> | AUDITING FEES               | 2,278.00                    | 2,500.00                  | 0.00                                     | 2,510.00                       | 2,650.00                            | 5.58%   |
| <a href="#">740.8065.5233.000</a> | ENGINEERING FEES            | 17,786.25                   | 20,000.00                 | 4,882.50                                 | 20,000.00                      | 10,000.00                           | -50.00% |
| <a href="#">740.8065.5234.000</a> | LEGAL EXPENSES              | 519.35                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00%   |
| <a href="#">740.8065.5251.000</a> | LICENSE & PERMITS           | 19.60                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00%   |
| <a href="#">740.8065.5280.000</a> | DUES, MEMBER, SUBSCRIPTN    | 6,498.00                    | 4,400.00                  | 4,401.00                                 | 4,400.00                       | 4,400.00                            | 0.00%   |
| <a href="#">740.8065.5290.000</a> | INSURANCE - GENERAL         | 2,915.00                    | 1,242.00                  | 0.00                                     | 3,207.00                       | 3,367.00                            | 4.99%   |
| <a href="#">740.8065.5300.000</a> | INSURANCE - TORT LIAB       | 2,511.53                    | 6,249.00                  | 0.00                                     | 2,763.00                       | 2,901.00                            | 4.99%   |
| <a href="#">740.8065.5339.000</a> | MEDICAL CLAIMS PAID BY CITY | 817.89                      | 0.00                      | 44.51                                    | 500.00                         | 500.00                              | 0.00%   |
| <a href="#">740.8065.5342.000</a> | CONTRACT-OUTSIDE HELP       | 22,397.12                   | 10,000.00                 | 5,559.36                                 | 20,000.00                      | 11,000.00                           | -45.00% |
| <a href="#">740.8065.5344.000</a> | CONTRACT-MAINTENANCE        | 1,995.45                    | 600.00                    | 662.89                                   | 750.00                         | 600.00                              | -20.00% |
| <a href="#">740.8065.5347.000</a> | CONTRACT-SOFTWARE MAINT     | 4,808.83                    | 5,000.00                  | 4,914.07                                 | 5,000.00                       | 5,000.00                            | 0.00%   |
| <a href="#">740.8065.5387.000</a> | REPAIRS & MAINT LIFT        | 1,871.07                    | 30,000.00                 | 1,594.44                                 | 30,000.00                      | 15,000.00                           | -50.00% |
| <a href="#">740.8065.5410.000</a> | REPAIRS & MAINTENANCE       | 1,518.55                    | 2,000.00                  | 74.40                                    | 2,000.00                       | 2,000.00                            | 0.00%   |
| <a href="#">740.8065.5411.000</a> | RPR/MAINT - CIP             | 0.00                        | 30,000.00                 | 0.00                                     | 30,000.00                      | 30,000.00                           | 0.00%   |
| <a href="#">740.8065.5450.000</a> | TELEPHONE/OTHR COMMNCTN     | 1,137.60                    | 1,700.00                  | 453.56                                   | 1,700.00                       | 1,700.00                            | 0.00%   |
| <a href="#">740.8065.5460.000</a> | CONFERENCE EXPENSE          | 53.31                       | 3,000.00                  | 0.00                                     | 3,000.00                       | 3,000.00                            | 0.00%   |
| <a href="#">740.8065.5481.000</a> | ELECTRICITY                 | 14,605.90                   | 11,500.00                 | 5,044.25                                 | 13,000.00                      | 15,000.00                           | 15.38%  |

# Budget Comparison Report

|                                   |                               |                             |                           |                                          |                                                 | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %        |
|-----------------------------------|-------------------------------|-----------------------------|---------------------------|------------------------------------------|-------------------------------------------------|-------------------------------------|----------------------------------|----------|
|                                   |                               | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget<br>2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |          |
| Account Number                    |                               |                             |                           |                                          |                                                 |                                     |                                  |          |
| <a href="#">740.8065.5565.000</a> | VEHICLE OPER/MAINT SPPLY      | 841.67                      | 5,000.00                  | 508.76                                   | 5,000.00                                        | 5,000.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5570.000</a> | VEHICLE GAS                   | 2,406.48                    | 3,500.00                  | 1,184.60                                 | 3,500.00                                        | 3,500.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5570.010</a> | VEHICLE GAS                   | 0.00                        | 5,000.00                  | 0.00                                     | 5,000.00                                        | 5,000.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5571.000</a> | VEHICLE DIESEL FUEL           | 490.60                      | 2,500.00                  | 398.58                                   | 1,000.00                                        | 2,500.00                            | 1,500.00                         | 150.00%  |
| <a href="#">740.8065.5600.000</a> | OPERATING SUPPLIES            | 8,067.06                    | 15,000.00                 | 9,983.45                                 | 15,000.00                                       | 18,000.00                           | 3,000.00                         | 20.00%   |
| <a href="#">740.8065.5605.000</a> | OFFICE SUPPLIES               | 132.33                      | 100.00                    | 22.62                                    | 100.00                                          | 100.00                              | 0.00                             | 0.00%    |
| <a href="#">740.8065.5612.000</a> | COMPUTER COMPONENTS           | 0.00                        | 250.00                    | 0.00                                     | 250.00                                          | 250.00                              | 0.00                             | 0.00%    |
| <a href="#">740.8065.5614.000</a> | LIFT STATION OPERATING SUPPLY | 1,520.84                    | 3,000.00                  | 679.10                                   | 3,000.00                                        | 3,000.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5702.000</a> | MINOR OFFICE FURN/EQUIP       | 0.00                        | 0.00                      | 781.74                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8065.5703.000</a> | MINOR COMPUTER                | 560.82                      | 1,000.00                  | 58.00                                    | 1,000.00                                        | 1,000.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5704.000</a> | MINOR SOFTWARE <\$5,000       | 0.00                        | 600.00                    | 0.00                                     | 600.00                                          | 600.00                              | 0.00                             | 0.00%    |
| <a href="#">740.8065.5718.000</a> | MINOR EQUIP, UNCLASSIFIED     | 1,424.00                    | 1,000.00                  | 123.60                                   | 1,000.00                                        | 2,000.00                            | 1,000.00                         | 100.00%  |
| <a href="#">740.8065.5719.000</a> | MINOR EQUIP. LIFT STATIONS    | 1,650.00                    | 1,800.00                  | 420.00                                   | 1,800.00                                        | 1,800.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8065.5750.000</a> | OTHER CAP EQUIP > \$5,000     | 0.00                        | 59,200.00                 | 6,380.00                                 | 59,200.00                                       | 59,200.00                           | 0.00                             | 0.00%    |
| <a href="#">740.8065.5765.000</a> | LIFT STATIONS                 | 153,741.36                  | 267,000.00                | 121,114.35                               | 267,000.00                                      | 125,000.00                          | -142,000.00                      | -53.18%  |
| <a href="#">740.8065.5810.000</a> | PRINCIPAL REDEMPTION          | 160,000.00                  | 160,000.00                | 0.00                                     | 160,000.00                                      | 165,000.00                          | 5,000.00                         | 3.13%    |
| <a href="#">740.8065.5820.000</a> | INTEREST PAYMENTS             | 47,900.00                   | 44,700.00                 | 22,350.00                                | 44,700.00                                       | 41,500.00                           | -3,200.00                        | -7.16%   |
| <a href="#">740.8065.5830.000</a> | OTHER DEBT SERV EXP           | 296.00                      | 500.00                    | 148.00                                   | 500.00                                          | 250.00                              | -250.00                          | -50.00%  |
| <a href="#">740.8065.5980.000</a> | REFUNDS/REIMB                 | 0.00                        | 500.00                    | 0.00                                     | 500.00                                          | 500.00                              | 0.00                             | 0.00%    |
| <a href="#">740.8067.5010.010</a> | REGULAR-NON UNION             | 1,667.06                    | 0.00                      | 2,497.74                                 | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5010.090</a> | REGULAR-P&R UNION             | 1,007.93                    | 0.00                      | 0.00                                     | 0.00                                            | 2,064.93                            | 2,064.93                         | 0.00%    |
| <a href="#">740.8067.5030.070</a> | PART-TIME TEMPORARY           | 0.00                        | 6,000.00                  | 0.00                                     | 0.00                                            | 6,000.00                            | 6,000.00                         | 0.00%    |
| <a href="#">740.8067.5101.010</a> | SOCIAL SECURITY-NON UNION     | 100.49                      | 0.00                      | 151.47                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5101.070</a> | SOCIAL SECURITY-PT TEMP       | 0.00                        | 372.00                    | 0.00                                     | 372.00                                          | 372.00                              | 0.00                             | 0.00%    |
| <a href="#">740.8067.5101.090</a> | SOCIAL SECURITY-P&R UNION     | 57.56                       | 0.00                      | 0.00                                     | 0.00                                            | 128.03                              | 128.03                           | 0.00%    |
| <a href="#">740.8067.5102.010</a> | MEDICARE-NON UNION            | 23.51                       | 0.00                      | 35.43                                    | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5102.070</a> | MEDICARE-TEMPORARY            | 0.00                        | 87.00                     | 0.00                                     | 87.00                                           | 87.00                               | 0.00                             | 0.00%    |
| <a href="#">740.8067.5102.090</a> | MEDICARE-P&R UNION            | 13.45                       | 0.00                      | 0.00                                     | 0.00                                            | 29.94                               | 29.94                            | 0.00%    |
| <a href="#">740.8067.5111.010</a> | IPERS-NON UNION               | 157.36                      | 0.00                      | 235.79                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5111.090</a> | IPERS-P&R UNION               | 95.17                       | 0.00                      | 0.00                                     | 0.00                                            | 194.93                              | 194.93                           | 0.00%    |
| <a href="#">740.8067.5121.010</a> | GRP INSUR-NON UNION           | 113.42                      | 0.00                      | 134.79                                   | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5121.090</a> | GRP INSUR-P&R UNION           | 247.47                      | 0.00                      | 0.00                                     | 0.00                                            | 455.20                              | 455.20                           | 0.00%    |
| <a href="#">740.8067.5123.010</a> | WORKCOMP-NON UNION            | 26.00                       | 0.00                      | 28.59                                    | 0.00                                            | 0.00                                | 0.00                             | 0.00%    |
| <a href="#">740.8067.5123.070</a> | WORKCOMP-TEMPORARY            | 0.00                        | 175.00                    | 0.00                                     | 175.00                                          | 175.29                              | 0.29                             | 0.17%    |
| <a href="#">740.8067.5123.090</a> | WORKCOMP-P&R UNION            | 15.71                       | 0.00                      | 0.00                                     | 0.00                                            | 53.16                               | 53.16                            | 0.00%    |
| <a href="#">740.8067.5300.000</a> | INSURANCE - TORT LIAB         | 39.35                       | 0.00                      | 0.00                                     | 43.00                                           | 45.00                               | 2.00                             | 4.65%    |
| <a href="#">740.8067.5342.000</a> | CONTRACT-OUTSIDE HELP         | 5,392.50                    | 8,000.00                  | 0.00                                     | 8,000.00                                        | 8,000.00                            | 0.00                             | 0.00%    |
| <a href="#">740.8067.5352.000</a> | CONTRACT-TREE REMOVAL         | 1,000.00                    | 0.00                      | 4,000.00                                 | 4,000.00                                        | 0.00                                | -4,000.00                        | -100.00% |
| <a href="#">740.8067.5386.000</a> | CONTRACT LAWN CARE            | 1,540.00                    | 2,500.00                  | 3,580.00                                 | 4,000.00                                        | 2,500.00                            | -1,500.00                        | -37.50%  |

## Budget Comparison Report

|                                             |                             |                             |                           |                                          | Comparison 1                   | Comparison 1             |               |                                     |
|---------------------------------------------|-----------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|--------------------------|---------------|-------------------------------------|
|                                             |                             |                             |                           |                                          | Budget                         | to Parent Budget         |               |                                     |
| Account Number                              |                             | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | Parent Budget                  | Increase /<br>(Decrease) | %             |                                     |
|                                             |                             |                             |                           |                                          | 2019-2020<br>FY2020 Re-Esti... |                          |               | 2020-2021<br>FY2021 Dept<br>Request |
| <a href="#">740.8067.5410.000</a>           | REPAIRS & MAINTENANCE       | 98.00                       | 1,500.00                  | 1,338.12                                 | 1,500.00                       | 1,500.00                 | 0.00          | 0.00%                               |
| <a href="#">740.8067.5562.000</a>           | GROUNDS EQUIP MAINT SPLY    | 1,228.02                    | 2,750.00                  | 598.42                                   | 2,750.00                       | 2,750.00                 | 0.00          | 0.00%                               |
| <a href="#">740.8067.5570.000</a>           | VEHICLE GAS                 | 0.00                        | 500.00                    | 0.00                                     | 500.00                         | 500.00                   | 0.00          | 0.00%                               |
| <a href="#">740.8067.5570.010</a>           | VEHICLE GAS                 | 0.00                        | 250.00                    | 0.00                                     | 250.00                         | 250.00                   | 0.00          | 0.00%                               |
| <a href="#">740.8067.5571.000</a>           | VEHICLE DIESEL FUEL         | 51.77                       | 1,500.00                  | 636.70                                   | 1,500.00                       | 1,500.00                 | 0.00          | 0.00%                               |
| <a href="#">740.8067.5600.000</a>           | OPERATING SUPPLIES          | 151.59                      | 1,500.00                  | 0.00                                     | 1,500.00                       | 1,500.00                 | 0.00          | 0.00%                               |
| <a href="#">740.9000.7500.741</a>           | TRANSFER OUT STORM WATER F  | 0.00                        | 0.00                      | 0.00                                     | 1,042,536.00                   | 0.00                     | -1,042,536.00 | -100.00%                            |
| Total Expense:                              |                             | 776,803.38                  | 1,106,162.00              | 386,446.23                               | 2,183,805.00                   | 958,024.69               | -1,225,780.31 | -56.13%                             |
| Total Fund: 740 - STORM SEWER UTILITY:      |                             | 649,616.64                  | 380,838.00                | 320,075.48                               | -667,760.00                    | 528,975.31               | 1,196,735.31  | -179.22%                            |
| Fund: 741 - 2016 GO STORM WATER PROJ        |                             |                             |                           |                                          |                                |                          |               |                                     |
| Revenue                                     |                             |                             |                           |                                          |                                |                          |               |                                     |
| <a href="#">741.6021.4610.000</a>           | INTEREST ON INVESTMENT      | 5,164.52                    | 0.00                      | 5,021.94                                 | 10,000.00                      | 0.00                     | -10,000.00    | -100.00%                            |
| <a href="#">741.8065.4610.000</a>           | INTEREST ON INVESTMENT      | 27,900.51                   | 25,000.00                 | 0.00                                     | 25,000.00                      | 30,000.00                | 5,000.00      | 20.00%                              |
| <a href="#">741.8065.4990.000</a>           | Proceeds of LT Debt         | 0.00                        | 2,250,000.00              | 0.00                                     | 0.00                           | 2,650,000.00             | 2,650,000.00  | 0.00%                               |
| <a href="#">741.9000.6500.740</a>           | TRANSFER IN STORM SEWER UTI | 0.00                        | 0.00                      | 0.00                                     | 1,042,536.00                   | 0.00                     | -1,042,536.00 | -100.00%                            |
| Total Revenue:                              |                             | 33,065.03                   | 2,275,000.00              | 5,021.94                                 | 1,077,536.00                   | 2,680,000.00             | 1,602,464.00  | 148.72%                             |
| Expense                                     |                             |                             |                           |                                          |                                |                          |               |                                     |
| <a href="#">741.8065.5230.000</a>           | CONSULTING & PROF FEES      | 133,379.36                  | 0.00                      | 141,264.00                               | 150,000.00                     | 0.00                     | -150,000.00   | -100.00%                            |
| <a href="#">741.8065.5233.000</a>           | ENGINEERING FEES            | 3,540.97                    | 150,000.00                | 99,270.14                                | 155,000.00                     | 30,000.00                | -125,000.00   | -80.65%                             |
| <a href="#">741.8065.5342.000</a>           | CONTRACT-OUTSIDE HELP       | 250,798.10                  | 1,475,000.00              | 1,422,928.33                             | 1,905,000.00                   | 2,650,000.00             | 745,000.00    | 39.11%                              |
| <a href="#">741.8065.5783.000</a>           | R.O.W.-LAND-TEMPORARY       | 27,285.00                   | 0.00                      | 0.00                                     | 0.00                           | 0.00                     | 0.00          | 0.00%                               |
| <a href="#">741.9000.7500.121</a>           | TR TO LOST                  | 46,794.12                   | 45,000.00                 | 0.00                                     | 0.00                           | 0.00                     | 0.00          | 0.00%                               |
| Total Expense:                              |                             | 461,797.55                  | 1,670,000.00              | 1,663,462.47                             | 2,210,000.00                   | 2,680,000.00             | 470,000.00    | 21.27%                              |
| Total Fund: 741 - 2016 GO STORM WATER PROJ: |                             | -428,732.52                 | 605,000.00                | -1,658,440.53                            | -1,132,464.00                  | 0.00                     | 1,132,464.00  | -100.00%                            |
| Fund: 750 - COMPOSTING FACILITY             |                             |                             |                           |                                          |                                |                          |               |                                     |
| Revenue                                     |                             |                             |                           |                                          |                                |                          |               |                                     |
| <a href="#">750.6021.4610.000</a>           | INTEREST ON INVESTMENTS     | 4,458.91                    | 800.00                    | 1,164.22                                 | 800.00                         | 800.00                   | 0.00          | 0.00%                               |
| <a href="#">750.8070.4481.000</a>           | GATE FEE: TREE DISPOSAL     | 45,512.85                   | 50,000.00                 | 31,638.20                                | 50,000.00                      | 50,000.00                | 0.00          | 0.00%                               |
| <a href="#">750.8070.4484.000</a>           | SALE OF COMPOST BAGS        | 6,978.00                    | 9,000.00                  | 719.00                                   | 900.00                         | 250.00                   | -650.00       | -72.22%                             |
| <a href="#">750.8070.4485.000</a>           | SALE OF FIREWOOD            | 60.00                       | 500.00                    | 0.00                                     | 500.00                         | 500.00                   | 0.00          | 0.00%                               |
| <a href="#">750.8070.4486.000</a>           | SALE OF COMPOST             | 1,933.00                    | 4,000.00                  | 1,108.00                                 | 2,200.00                       | 4,000.00                 | 1,800.00      | 81.82%                              |
| <a href="#">750.8070.4487.000</a>           | SALE OF CHIPS/MULCH         | 3,126.00                    | 4,000.00                  | 1,376.00                                 | 2,800.00                       | 3,500.00                 | 700.00        | 25.00%                              |
| <a href="#">750.8070.4492.000</a>           | STREET MISC CHRGS           | 580.00                      | 609.00                    | 0.00                                     | 609.00                         | 1,000.00                 | 391.00        | 64.20%                              |
| <a href="#">750.8070.4616.000</a>           | INT CHRGD - ACCTS REC       | 29.90                       | 0.00                      | 2.81                                     | 0.00                           | 0.00                     | 0.00          | 0.00%                               |
| <a href="#">750.8070.4875.000</a>           | RFNDS/REIMB: COMPOST        | 10.00                       | 0.00                      | 15.85                                    | 0.00                           | 0.00                     | 0.00          | 0.00%                               |
| Total Revenue:                              |                             | 62,688.66                   | 68,909.00                 | 36,024.08                                | 57,809.00                      | 60,050.00                | 2,241.00      | 3.88%                               |

# Budget Comparison Report

|                                        |                            |                |              |              | Comparison 1      | Comparison 1     |            |          |
|----------------------------------------|----------------------------|----------------|--------------|--------------|-------------------|------------------|------------|----------|
|                                        |                            |                |              |              | Budget            | to Parent Budget |            |          |
|                                        |                            |                |              |              | Parent Budget     |                  |            |          |
|                                        |                            |                |              |              | 2019-2020         | 2020-2021        | Increase / | %        |
|                                        |                            |                |              |              | FY2020 Re-Esti... | FY2021 Dept      | (Decrease) |          |
|                                        |                            |                |              |              |                   | Request          |            |          |
| Account Number                         |                            | 2018-2019      | 2019-2020    | 2019-2020    |                   |                  |            |          |
| Expense                                |                            | Total Activity | Total Budget | YTD Activity |                   |                  |            |          |
|                                        |                            |                |              | Through Dec  |                   |                  |            |          |
| <a href="#">750.8070.5010.040</a>      | REGULAR-PPME UNION         | 19,082.59      | 25,967.00    | 12,332.61    | 25,967.00         | 26,618.02        | 651.02     | 2.51%    |
| <a href="#">750.8070.5020.040</a>      | OVERTIME-PPME UNION        | 156.49         | 0.00         | 28.09        | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">750.8070.5030.070</a>      | PART-TIME TEMPORARY        | 16,617.44      | 18,462.00    | 12,944.92    | 18,462.00         | 18,462.00        | 0.00       | 0.00%    |
| <a href="#">750.8070.5101.040</a>      | SOCIAL SECURITY-PPME UNION | 1,082.64       | 1,610.00     | 689.79       | 1,610.00          | 1,650.32         | 40.32      | 2.50%    |
| <a href="#">750.8070.5101.070</a>      | SOCIAL SECURITY-PT TEMP    | 1,030.31       | 1,145.00     | 802.60       | 1,145.00          | 1,144.64         | -0.36      | -0.03%   |
| <a href="#">750.8070.5102.040</a>      | MEDICARE-PPME UNION        | 253.05         | 377.00       | 161.19       | 377.00            | 385.96           | 8.96       | 2.38%    |
| <a href="#">750.8070.5102.070</a>      | MEDICARE-TEMPORARY         | 240.99         | 268.00       | 187.72       | 268.00            | 267.70           | -0.30      | -0.11%   |
| <a href="#">750.8070.5111.040</a>      | IPERS-PPME UNION           | 1,815.83       | 2,451.00     | 1,166.72     | 2,451.00          | 2,512.74         | 61.74      | 2.52%    |
| <a href="#">750.8070.5121.040</a>      | GRP INSUR-PPME UNION       | 4,738.69       | 6,881.00     | 3,146.89     | 6,881.00          | 6,648.00         | -233.00    | -3.39%   |
| <a href="#">750.8070.5123.040</a>      | WORKCOMP-PPME UNION        | 662.64         | 759.00       | 292.91       | 759.00            | 777.65           | 18.65      | 2.46%    |
| <a href="#">750.8070.5123.070</a>      | WORKCOMP-TEMPORARY         | 184.50         | 28.00        | 105.35       | 28.00             | 27.60            | -0.40      | -1.43%   |
| <a href="#">750.8070.5210.000</a>      | ADVERTISING & LEGAL PUB    | 202.08         | 250.00       | 0.00         | 250.00            | 250.00           | 0.00       | 0.00%    |
| <a href="#">750.8070.5216.000</a>      | BACKGROUND CHECKS          | 90.00          | 75.00        | 55.00        | 75.00             | 75.00            | 0.00       | 0.00%    |
| <a href="#">750.8070.5290.000</a>      | INSURANCE - GENERAL        | 13.43          | 22.00        | 0.00         | 15.00             | 16.00            | 1.00       | 6.67%    |
| <a href="#">750.8070.5300.000</a>      | INSURANCE - TORT LIAB      | 202.66         | 327.00       | 0.00         | 223.00            | 234.00           | 11.00      | 4.93%    |
| <a href="#">750.8070.5342.000</a>      | CONTRACT-OUTSIDE HELP      | 700.00         | 350.00       | 0.00         | 350.00            | 350.00           | 0.00       | 0.00%    |
| <a href="#">750.8070.5380.000</a>      | RENTS & LEASES             | 0.00           | 14,000.00    | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">750.8070.5410.000</a>      | REPAIRS & MAINTENANCE      | 1,591.50       | 200.00       | 442.24       | 200.00            | 200.00           | 0.00       | 0.00%    |
| <a href="#">750.8070.5450.000</a>      | TELEPHONE/OTHR COMMNCTN    | 368.98         | 300.00       | 229.81       | 300.00            | 450.00           | 150.00     | 50.00%   |
| <a href="#">750.8070.5481.000</a>      | ELECTRICITY                | 717.15         | 800.00       | 440.66       | 800.00            | 800.00           | 0.00       | 0.00%    |
| <a href="#">750.8070.5600.000</a>      | OPERATING SUPPLIES         | 8,757.60       | 12,000.00    | 0.00         | 250.00            | 250.00           | 0.00       | 0.00%    |
| <a href="#">750.8070.5605.000</a>      | OFFICE SUPPLIES            | 863.85         | 250.00       | 716.86       | 850.00            | 1,000.00         | 150.00     | 17.65%   |
| <a href="#">750.8070.5750.000</a>      | OTHER CAP EQUIP > \$5,000  | 0.00           | 0.00         | 10,000.00    | 10,000.00         | 0.00             | -10,000.00 | -100.00% |
| <a href="#">750.8070.5980.000</a>      | REFUNDS/REIMB              | 0.00           | 0.00         | 340.00       | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">750.8070.5990.000</a>      | CASH SHORT & (OVER)        | 0.00           | 0.00         | -0.80        | 0.00              | 0.00             | 0.00       | 0.00%    |
| Total Expense:                         |                            | 59,372.42      | 86,522.00    | 44,082.56    | 71,261.00         | 62,119.63        | -9,141.37  | -12.83%  |
| Total Fund: 750 - COMPOSTING FACILITY: |                            | 3,316.24       | -17,613.00   | -8,058.48    | -13,452.00        | -2,069.63        | 11,382.37  | -84.61%  |
| Fund: 751 - TORNADO - COMPOST          |                            |                |              |              |                   |                  |            |          |
| Revenue                                |                            |                |              |              |                   |                  |            |          |
| <a href="#">751.8070.4310.000</a>      | FEMA - FEDERAL GRANT REIMB | 0.00           | 0.00         | 0.00         | 0.00              | 462,329.00       | 462,329.00 | 0.00%    |
| <a href="#">751.8070.4330.000</a>      | STATE OPER GRANT           | 0.00           | 0.00         | 0.00         | 0.00              | 61,644.00        | 61,644.00  | 0.00%    |
| <a href="#">751.9000.6500.121</a>      | TRANSFER FROM LOST         | 0.00           | 0.00         | 0.00         | 0.00              | 92,466.00        | 92,466.00  | 0.00%    |
| Total Revenue:                         |                            | 0.00           | 0.00         | 0.00         | 0.00              | 616,439.00       | 616,439.00 | 0.00%    |
| Expense                                |                            |                |              |              |                   |                  |            |          |
| <a href="#">751.8070.5030.070</a>      | PART-TIME TEMPORARY        | 2,145.25       | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">751.8070.5101.070</a>      | SOCIAL SECURITY-PT TEMP    | 133.00         | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |
| <a href="#">751.8070.5102.070</a>      | MEDICARE-TEMPORARY         | 31.12          | 0.00         | 0.00         | 0.00              | 0.00             | 0.00       | 0.00%    |

# Budget Comparison Report

|                                                   |                                                          |                             |                           |                                          | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %               |
|---------------------------------------------------|----------------------------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
| Account Number                                    |                                                          | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                 |
| <a href="#">751.8070.5123.070</a>                 | WORKCOMP-TEMPORARY                                       | 23.83                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">751.8070.5342.000</a>                 | CONTRACT-OUTSIDE HELP                                    | 460,724.88                  | 0.00                      | 153,380.00                               | 153,380.00                     | 0.00                                | -153,380.00                      | -100.00%        |
|                                                   | <b>Total Expense:</b>                                    | <b>463,058.08</b>           | <b>0.00</b>               | <b>153,380.00</b>                        | <b>153,380.00</b>              | <b>0.00</b>                         | <b>-153,380.00</b>               | <b>-100.00%</b> |
|                                                   | <b>Total Fund: 751 - TORNADO - COMPOST:</b>              | <b>-463,058.08</b>          | <b>0.00</b>               | <b>-153,380.00</b>                       | <b>-153,380.00</b>             | <b>616,439.00</b>                   | <b>769,819.00</b>                | <b>-501.90%</b> |
| <b>Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE</b> |                                                          |                             |                           |                                          |                                |                                     |                                  |                 |
| <b>Revenue</b>                                    |                                                          |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">760.8080.4483.000</a>                 | CONCESSIONS                                              | 40,975.74                   | 40,000.00                 | 23,186.15                                | 41,000.00                      | 41,000.00                           | 0.00                             | 0.00%           |
| <a href="#">760.8080.4875.000</a>                 | RFNDS/REIMB                                              | 27.66                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
|                                                   | <b>Total Revenue:</b>                                    | <b>41,003.40</b>            | <b>40,000.00</b>          | <b>23,186.15</b>                         | <b>41,000.00</b>               | <b>41,000.00</b>                    | <b>0.00</b>                      | <b>0.00%</b>    |
| <b>Expense</b>                                    |                                                          |                             |                           |                                          |                                |                                     |                                  |                 |
| <a href="#">760.8080.5010.010</a>                 | REGULAR-NON UNION                                        | 1,766.84                    | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5030.070</a>                 | PART-TIME TEMPORARY                                      | 15,400.56                   | 11,000.00                 | 10,131.63                                | 15,400.00                      | 15,400.00                           | 0.00                             | 0.00%           |
| <a href="#">760.8080.5101.010</a>                 | SOCIAL SECURITY-NON UNION                                | 94.50                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5101.070</a>                 | SOCIAL SECURITY-PT TEMP                                  | 954.85                      | 682.00                    | 628.16                                   | 955.00                         | 955.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5102.010</a>                 | MEDICARE-NON UNION                                       | 22.05                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5102.070</a>                 | MEDICARE-TEMPORARY                                       | 223.34                      | 160.00                    | 146.95                                   | 225.00                         | 225.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5111.010</a>                 | IPERS-NON UNION                                          | 166.69                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5121.010</a>                 | GRP INSUR-NON UNION                                      | 305.20                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5123.010</a>                 | WORKCOMP-NON UNION                                       | 27.55                       | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5123.070</a>                 | WORKCOMP-TEMPORARY                                       | 240.09                      | 283.00                    | 115.94                                   | 283.00                         | 283.17                              | 0.17                             | 0.06%           |
| <a href="#">760.8080.5216.000</a>                 | BACKGROUND CHECKS                                        | 23.90                       | 250.00                    | 0.00                                     | 250.00                         | 250.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5251.000</a>                 | LICENSE & PERMITS                                        | 0.00                        | 115.00                    | 0.00                                     | 115.00                         | 115.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5280.000</a>                 | DUES, MEMBER, SUBSCRIPTN                                 | 45.00                       | 45.00                     | 0.00                                     | 45.00                          | 45.00                               | 0.00                             | 0.00%           |
| <a href="#">760.8080.5290.000</a>                 | INSURANCE - GENERAL                                      | 138.99                      | 130.00                    | 0.00                                     | 153.00                         | 161.00                              | 8.00                             | 5.23%           |
| <a href="#">760.8080.5300.000</a>                 | INSURANCE - TORT LIAB                                    | 177.36                      | 115.00                    | 0.00                                     | 195.00                         | 205.00                              | 10.00                            | 5.13%           |
| <a href="#">760.8080.5342.000</a>                 | CONTRACT-OUTSIDE HELP                                    | 0.00                        | 200.00                    | 0.00                                     | 200.00                         | 200.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5360.000</a>                 | POSTAGE & SHIPPING                                       | 0.00                        | 25.00                     | 0.00                                     | 25.00                          | 25.00                               | 0.00                             | 0.00%           |
| <a href="#">760.8080.5370.000</a>                 | PRINTING & BINDING                                       | 0.00                        | 30.00                     | 0.00                                     | 30.00                          | 30.00                               | 0.00                             | 0.00%           |
| <a href="#">760.8080.5410.000</a>                 | REPAIRS & MAINTENANCE                                    | 0.00                        | 800.00                    | 93.00                                    | 800.00                         | 800.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5600.000</a>                 | OPERATING SUPPLIES                                       | 25.16                       | 500.00                    | 49.07                                    | 500.00                         | 500.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5605.000</a>                 | OFFICE SUPPLIES                                          | 81.07                       | 100.00                    | 0.00                                     | 100.00                         | 100.00                              | 0.00                             | 0.00%           |
| <a href="#">760.8080.5608.000</a>                 | RESALE SUPPLIES                                          | 22,094.76                   | 20,000.00                 | 16,311.50                                | 20,000.00                      | 20,000.00                           | 0.00                             | 0.00%           |
| <a href="#">760.8080.5613.000</a>                 | MERCHANDISE FOR RESALE                                   | 199.95                      | 0.00                      | 0.00                                     | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| <a href="#">760.8080.5718.000</a>                 | MINOR EQUIP, UNCLASSIFIED                                | 143.42                      | 1,000.00                  | 0.00                                     | 1,000.00                       | 1,000.00                            | 0.00                             | 0.00%           |
|                                                   | <b>Total Expense:</b>                                    | <b>42,131.28</b>            | <b>35,435.00</b>          | <b>27,476.25</b>                         | <b>40,276.00</b>               | <b>40,294.17</b>                    | <b>18.17</b>                     | <b>0.05%</b>    |
|                                                   | <b>Total Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE:</b> | <b>-1,127.88</b>            | <b>4,565.00</b>           | <b>-4,290.10</b>                         | <b>724.00</b>                  | <b>705.83</b>                       | <b>-18.17</b>                    | <b>-2.51%</b>   |
|                                                   | <b>Report Total:</b>                                     | <b>2,623,066.87</b>         | <b>795,625.00</b>         | <b>221,421.44</b>                        | <b>-2,156,424.00</b>           | <b>796,609.18</b>                   | <b>2,953,033.18</b>              | <b>-136.94%</b> |



|                                     |                             |                           |                                          | Parent Budget                  | Comparison 1<br>Budget              | Comparison 1<br>to Parent Budget | %               |
|-------------------------------------|-----------------------------|---------------------------|------------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-----------------|
| Fund                                | 2018-2019<br>Total Activity | 2019-2020<br>Total Budget | 2019-2020<br>YTD Activity<br>Through Dec | 2019-2020<br>FY2020 Re-Esti... | 2020-2021<br>FY2021 Dept<br>Request | Increase /<br>(Decrease)         |                 |
| 610 - WATER POLLUTION CONTROL       | -13,573.76                  | -6,913,461.00             | -3,629,011.18                            | 7,796.00                       | -0.41                               | -7,796.41                        | -100.01%        |
| 611 - WPCP REVENUE                  | 2,932,977.22                | 7,497,296.00              | 5,932,132.47                             | -245,519.00                    | -393,109.00                         | -147,590.00                      | 60.11%          |
| 612 - WPCP REVENUE BOND FUND        | 31.52                       | 0.00                      | -605,804.73                              | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| 614 - WPCP CAPITAL IMPROVEMENT RSRV | 17,179.90                   | 13,000.00                 | 233.56                                   | 25,000.00                      | 25,000.00                           | 0.00                             | 0.00%           |
| 616 - SANITARY SEWER REHAB PROJECT  | 0.00                        | -788,000.00               | -13,122.25                               | 0.00                           | 0.00                                | 0.00                             | 0.00%           |
| 617 - SANITARY SEWER NEW CONSTRUCTN | 14,862.64                   | 14,000.00                 | 7,945.00                                 | 15,500.00                      | 15,500.00                           | 0.00                             | 0.00%           |
| 690 - TRANSIT OPERATING             | -88,425.05                  | 0.00                      | 33,142.20                                | 7,131.00                       | 5,168.08                            | -1,962.92                        | -27.53%         |
| 740 - STORM SEWER UTILITY           | 649,616.64                  | 380,838.00                | 320,075.48                               | -667,760.00                    | 528,975.31                          | 1,196,735.31                     | -179.22%        |
| 741 - 2016 GO STORM WATER PROJ      | -428,732.52                 | 605,000.00                | -1,658,440.53                            | -1,132,464.00                  | 0.00                                | 1,132,464.00                     | -100.00%        |
| 750 - COMPOSTING FACILITY           | 3,316.24                    | -17,613.00                | -8,058.48                                | -13,452.00                     | -2,069.63                           | 11,382.37                        | -84.61%         |
| 751 - TORNADO - COMPOST             | -463,058.08                 | 0.00                      | -153,380.00                              | -153,380.00                    | 616,439.00                          | 769,819.00                       | -501.90%        |
| 760 - P&R CONCESSIONS ENTERPRISE    | -1,127.88                   | 4,565.00                  | -4,290.10                                | 724.00                         | 705.83                              | -18.17                           | -2.51%          |
| <b>Report Total:</b>                | <b>2,623,066.87</b>         | <b>795,625.00</b>         | <b>221,421.44</b>                        | <b>-2,156,424.00</b>           | <b>796,609.18</b>                   | <b>2,953,033.18</b>              | <b>-136.94%</b> |