

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
APRIL 13, 2020, 5:30 PM

GoToMeeting information for City Council Meeting

Mon, Apr 13, 2020 5:30 PM - 7:30 PM (CDT)

Please join this meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/509018653>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

Access Code: 509-018-653

United States: +1 (312) 757-3129

One-touch: tel:+13127573129,,509018653#

or

United States (Toll Free): 1 877 309 2073

- One-touch: tel:+18773092073,,509018653#

To make a written comment on a specific item, please fill out this form before 4:00 PM on April 13, 2020.

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

F. CONSENT AGENDA

1. Approve Council Minutes Of March 23, 2020, And Bill List Of \$1,392,821.60

Documents:

[2020-03-23_Council Minutes.pdf](#)
[2020-04-13_BillList.pdf](#)

2. Receipt Of Building Permit Report, March 2020

Documents:

[0320.pdf](#)

3. RESOLUTION 2020-087 ORDERING CONSTRUCTION OF THE 2020 STREET MAINTENANCE PROJECT STR20001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[STR2001 Street Maintenance Plans.pdf](#)
[STR20001 Bidding-Specification Documents .pdf](#)
[STR20001 Memo to Order Construction.pdf](#)
[STR20001 OFFICIAL NOTICE OF HEARING AND LETTING.pdf](#)
[2020 Street Maint Order Construction.pdf](#)

4. RESOLUTION 2020-088 ORDERING CONSTRUCTION OF THE AIRPORT HANGAR PROJECT APR19001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[Hangar Notice of Hearing and Letting \(Hangar, Terminal and Site\).docx](#)
[Hangar, Terminal and Site-Resolution Setting Bid Date, Hearing anddocx](#)
[Airport Order Construction Memo.docx](#)

5. RESOLUTION 2020-089 ORDERING CONSTRUCTION OF THE AIRPORT VAULT IMPROVEMENTS PROJECT APR19002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[Vault Notice of Hearing and Letting.pdf](#)
[Vault-Resolution Setting Bid Date, Hearing and Authorizing Publicat....pdf](#)

6. RESOLUTION 2020-090 ORDERING CONSTRUCTION OF THE FEMA STREETS PROJECT FEMA18004, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[FEMA 18004 Order Construction.pdf](#)
[FEMA18004 Memo to Order Construction.pdf](#)
[FEMA18004 Official Notice of Hearing and Letting.pdf](#)
[FEMA18004 Opinion of Cost NE FEMA Street.pdf](#)

7. RESOLUTION 2020-091 ORDERING CONSTRUCTION OF THE RETAINING WALL AT RIVERVIEW PARK STORMWATER PUMP STATION PROJECT SMW20001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[Res Order ConstructionRiverview Park.pdf](#)

8. RESOLUTION 2020-092 ORDERING CONSTRUCTION OF THE TIMBER CREEK PARK BRIDGE PROJECT PRK18001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[Timber Creek Order Construction.pdf](#)
[PRK18001 Memo to Order Construction.pdf](#)
[PRK18001 Official Notice of Hearing and Letting.pdf](#)
[PRK18001 Opinion of Probable Cost.pdf](#)

9. RESOLUTION 2020-093 APPROVING CONTRACT CHANGE ORDERS #13-15 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 10,801.32

Documents:

[04-13-2020_2020-_Memo on Coliseum Change Orders 13-15.pdf](#)
[04-13-2020_2020-_Res for VMC CHANGE ORDERS 13-15.pdf](#)
[Garling CO 13 - Opening 115A - Auto Operator.pdf](#)
[Garling CO 14 - Wall Changes and Removal of Volleyball Equipment.pdf](#)
[Garling CO 15 - Deduct for Folding Partition Changes.pdf](#)

10. RESOLUTION 2020-095 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE ANSON PARK

PROJECT, BEING PROJECT NO. PRK19001, WITH A FINAL
PROJECT COST IN THE AMOUNT OF \$169,082.45

Documents:

[04-13-2020_2020- _Res Completion Anson Park
Project.pdf](#)
[Anson Park Certificate of Completion - Caliber Concrete.pdf](#)
[Anson Park Final Pay Request - Caliber Concrete.pdf](#)

11. RESOLUTION 2020-096 TO AUTHORIZE FEDERAL GRANT
ASSISTANCE APPLICATION FOR AIRPORT IMPROVEMENTS
FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE
AMOUNT OF \$120,000.00

Documents:

[Federal Assistance Grant.pdf](#)
[Airport grant2.pdf](#)
[IDOT Airport funding application Memo.pdf](#)

G. RESOLUTIONS

1. RESOLUTION 2020-094 ACCEPTING BID AND AUTHORIZING
THE AWARD AND APPROVAL OF CONTRACT AND BOND WITH
CALIBER CONCRETE FOR THE WEST END PARK PROJECT
PHASE I PRK19004, IN THE BASE BID AMOUNT OF \$393,841.06
AND ALTERNATE 1 AMOUNT OF \$39,845.67

Documents:

[04-13-2020_2020- _Res Accept Bid Auth Award Approve
ContractBond West End Park Caliber Concrete.pdf](#)
[119072 West End Bid Summary.pdf](#)
[119072 West End Bid Tabulation.pdf](#)
[119072 West End Letter of Recommendation.pdf](#)

2. RESOLUTION 2020-097 APPROVING A LEASE OF 109 SOUTH
1ST AVENUE (FIRE STATION) TO MARSHALL COUNTY

Documents:

[Res for County Lease for Fire Station.pdf](#)
[Request to City Council for Fire Station.pdf](#)
[Lease Fire Station to Marshall Co.pdf](#)

3. PUBLIC HEARING AND RESOLUTION 2020-099 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
FOR THE 7TH AVENUE & SOUTHRIDGE SUB, PROJECT NO.
ECO18001

Documents:

[RESOLUTION APPROVING PLANS .pdf](#)

4. RESOLUTION APPROVING THE FY 2019 CONSOLIDATED TRANSIT FUNDING APPLICATION FOR THE MARSHALLTOWN MUNICIPAL TRANSIT PUBLIC TRANSIT PROGRAM

Documents:

[_Consolidated Transit Funding Application FY2021.pdf](#)
[_FTA FY 20-21 Certifications and Assurances Transit.pdf](#)
[_Memo Transit Funding FY2021.pdf](#)
[_Minority Impact 2021 Transit.pdf](#)
[_TRANSIT_Public Hearing Notice FY2021.pdf](#)
[03-23-2020_2020-_TR PUB - transit hearing.pdf](#)
[Public Hearing Reso -Transit.pdf](#)

5. PUBLIC HEARING AND RESOLUTION 2020-098 APPROVING LOAN AGREEMENT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY'S NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION LOAN FUND

Documents:

[Hrg Apprv IEDA Agmt Marshalltown422742-39-v1.pdf](#)
[IEDA Nuisance Loan Agreement.pdf](#)
[Memo on IEDA Forgivable Loan.pdf](#)

6. PUBLIC HEARING AND RESOLUTION 2020-100 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 105 N 6TH STREET

Documents:

[04-13-2020_2020-100_105 N 6TH ST FINAL ADOPT TENT RES.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2020-101 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO RENE MARTINEZ AND JUANA RUIZ TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 401 1/2 MAY ST

Documents:

[04-13-2020_2020-101_401.5 MAY ST FINAL ADOPT TENT RES.pdf](#)

8. PUBLIC HEARING AND RESOLUTION 2020-102 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED

HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF
QUIT CLAIM DEED, 712 E BOONE STREET

Documents:

[04-13-2020_2020-102_712 E BOONE ST ADOPT TENT
RES.pdf](#)

H. **ORDINANCES**

1. **ORDINANCE 14995 RELATING TO THE ANNUAL
COMPENSATION OF THE MAYOR AND CITY COUNCIL, Second
Reading**

Documents:

[04-27-2020_14995 Ordinance MayorCouncilSalary.pdf](#)

I. **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.

J. **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

Council Proceedings
March 23, 2020

Mayor Greer called the meeting to order at 5:30 PM, March 23, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Martin, Thompson, Wirin. Gowdy was absent. Both Martin and Wirin were present by phone for the entire meeting.

Council member Thompson made a motion to postpone the meeting until 5:30pm on March 30th in order to allow for a meeting in which the public could make comments by phone during the meeting. The motion failed for a lack of a second.

CONSENT AGENDA:

Isom moved to adopt the Consent Agenda, less items 19 and 22: Approve 3/09/2020 Minutes And Bill List, \$1,898,161.32; Approve January 2020 Monthly Financial Statements; Approve February 2020 Monthly Financial Statements; MAYORAL APPOINTMENTS TO LIBRARY BOARD TO FILL VACANCIES; Receipt Of Building Permit Reports - December 2019, January And February 2020; Approve Marshalltown Speedway - Toby Kruse - Liquor License; Resolution 2020-060 Declaring A Civil Emergency; RESOLUTION 2020-061 APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO.16; RESOLUTION 2020-062 APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN POLICE DEPARTMENT CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS; RESOLUTION 2020-063 APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN ENGINEERING DIVISION, SEWER DIVISION, STREET DIVISION, AND UTILITY DIVISION OF THE PUBLIC WORKS DEPARTMENT PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL NO. 2003, IUPAT; RESOLUTION 2020-064 APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN PARKS & RECREATION DEPARTMENT, UAW AMALGAMATED LOCAL NO. 893; RESOLUTION 2020-065 TO APPROVE THE CODE BUILDING UPGRADE GRANT APPLICATION FOR 207 E. MAIN STREET, MARSHALLTOWN, IOWA; TENTATIVE RESOLUTION 2020-066 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON, 712 E BOONE ST, \$750.00; TENTATIVE RESOLUTION 2020-067 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO RENE MARTINEZ AND JUANA RUIZ, 401.5 MAY ST, \$500.00; TENTATIVE RESOLUTION 2020-068 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON, 105 N 6TH ST \$750.00; RESOLUTION 2020-069 APPROVING CONTRACT CHANGE ORDERS #1-12 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 145,757.42; RESOLUTION 2020-071 APPROVING A PERPETUAL ELECTRICAL EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR 702 SWAYZE STREET; RESOLUTION 2020-072 APPROVING AN AGREEMENT WITH BOLTON AND MENK FOR THE COMPLETION OF A FEDERAL BUILD GRANT APPLICATION FOR THE HIGHWAY 14/NORTH 3RD AVENUE CORRIDOR IMPROVMENTS; RESOLUTION 2020-074 ORDERING CONSTRUCTION OF THE WPCP CONCRETE REPAIR PHASE 3, PROJECT WPC19001, DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-075 SETTING DATE FOR PUBLIC HEARING ON A LOAN AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY; RESOLUTION 2020-077 APPROVING MODIFICATIONS TO THE FINAL PLAT FOR MERLE HIBBS WEST; RESOLUTION 2020-084 APPROVING A DEVELOPMENT AGREEMENT WITH DANI AND GARRETT GOODMAN FOR A \$175,000 CATALYST BUILDING GRANT AND \$50,000 NEW CONSTRUCTION INCENTIVE GRANT; RESOLUTION 2020-085 APPROVING A DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS FOR A \$75,000 CATALYST BUILDING GRANT AND \$50,000 NEW CONSTRUCTION INCENTIVE GRANT; RESOLUTION 2020-086 TRANSFERRING FUNDS FOR FISCAL YEAR 2020 THROUGH SEPTEMBER 30, 2019; Liquor License Renewals American Legion, Caseys #1441, Elmwood Country Club, Fareway Stores, Inc. #467, Food & Gas Mart, La Caretta Mexican Grill, Smokin G's, The Spot, Yesway # 1148; second by Cahill. Motion carried 5-1 with Martin dissenting.

Isom made a motion to approve item 19- RESOLUTION 2020-073 ORDERING CONSTRUCTION OF THE 7th AVENUE EXTENSION 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, PROJECT ECO1800; second by Wirin. Thompson stated that he did not like the City taking on a developer's obligation. Motion carried 5-1 with Thompson dissenting.

Isom made a motion to approve item 22- RESOLUTION 2020-076 ALLOCATING \$50,000 IN COUNCIL DESIGNATED LOCAL OPTION SALES TAX FOR THE SIDEWALK IMPROVEMENT REIMBURSEMENT; second by Thompson. Cahill expressed concern over the previously discussed deadlines for the City-ordered sidewalk repairs. Motion by Cahill to amend the resolution to add an extended deadline for completion

of sidewalk repairs to August 31, 2021. The motion failed for a lack of a second. On a roll call vote on the original motion, it carried 5-1 with Cahill dissenting.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2020-078 APPROVING AN ECONOMIC DEVELOPMENT GRANT TO ABERROTES LA SALUD FOR THE DEMOLITION OF 14 NORTH 1ST STREET; second by Wirin. Motion carried 4-2 with Thompson and Hoop dissenting.

Isom moved to adopt RESOLUTION 2020-079 APPROVING DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT; second by Martin. A written comment was received from Tony Krsnich with Flint Hills Holdings in support of the agreement. Motion carried 5-1 with Thompson dissenting.

Mayor Greer opened a public hearing at 6:08pm on the PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WEST END PARK IMPROVEMENTS 2020, PROJECT NO. PRK19004. No public comments were received. Geoff Hubbard, Parks and Recreation Director, gave an overview of the project. Mayor Greer closed the public hearing at 6:09pm. Isom moved to adopt RESOLUTION 2020-080 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WEST END PARK IMPROVEMENTS 2020, PROJECT NO. PRK19004

Mayor Greer opened a public hearing at 6:10pm on the FY2020-FY2024 CAPITAL IMPROVEMENT PLAN, noting this was not the order of the agenda. No public comments were received. Finance Direction Diana Steiner provided the staff overview. Martin expressed concern at the inclusion of the Quiet Zone project in the CIP. Mayor Greer closed the public hearing at 6:13pm. Motion by Cahill to adopt RESOLUTION 2020-082 APPROVING THE FY2020-FY2024 CAPITAL IMPROVEMENT PLAN; second by Isom. Martin moved to amend the motion to remove the Quiet Zone project from the FY2020-FY2024 Capital Improvement Plan. The motion failed for a lack of a second. On a roll call vote on the original motion, motion carried 6-0.

Mayor Greer opened a public hearing at 6:20pm on BUDGET AMENDMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AND APPROVING RELATED TRANSFERS, noting the item was not in the order of the agenda. No public comments were received. Steiner provided the staff review. Mayor Greer closed the public hearing at 6:21pm. Thompson moved to adopt RESOLUTION 2020-081 ADOPTING THE BUDGET AMENDMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AND APPROVING RELATED TRANSFERS; second by Isom. Motion carried 6-0.

Mayor Greer opened a public hearing at 6:22pm on BUDGET AND CERTIFYING TAXES FOR THE FISCAL YEAR ENDING JUNE 30, 2021, AND APPROVING RELATED TRANSFERS. No public comments were received. Steiner provided the staff review. Mayor Greer closed the public hearing at 6:23pm. Isom made a motion to adopt RESOLUTION 2020-083 ADOPTING THE BUDGET AND CERTIFYING TAXES FOR THE FISCAL YEAR ENDING JUNE 30, 2021, AND APPROVING RELATED TRANSFERS; second by Thompson. Motion carried 6-0.

Wirin moved to adopt RESOLUTION 2020-070 APPROVING A 28E AGREEMENT WITH THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT FOR THE CONSTRUCTION OF TENNIS COURTS; second by Isom. Written public comments were received from James Christensen, 1401 W. Olive St., Superintendent Dr. Theron Schutte, James Gruening, 102 College View Lane, Kent Loney, no address, and Butch Baer, 1901 S. 3rd Ave Place, all in favor of the agreement. Multiple council members expressed concern about the open ended obligation of the change orders. Motion by Thompson to amend the agreement to state the City would contribute \$684,000 to the construction with the removal of language regarding sharing in change order costs; second by Martin. The amendment was adopted 6-0. A roll call vote on the resolution as amended carried 6-0.

ORDINANCES:

Motion by Hoop to approve the first reading of ORDINANCE 14995 RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY COUNCIL; second by Martin. Thompson made a motion to amend the ordinance to eliminate the residential tax abatement program in conjunction with approving Ordinance 14995. This was deemed to be improper for the amendment of other ordinances and was not considered. On a roll call vote, the motion carried 4-2, with Cahill and Thompson dissenting.

DISCUSSION:

Public Works Director/City Engineer Justin Nickel provided an update on discussions with the Central Iowa Fair Board regarding the easements needed for the 12th Avenue sidewalk project. There is

approximately \$4,000 estimated for the easements and an additional estimate of \$10,000 in site improvements which have been discussed with the Fair Board. Motion by Thompson to proceed with a five foot sidewalk and a formal offer to the Fair Board of the cost of the easements and improvements; second by Isom. Motion carried 5-1, with Hoop dissenting.

City Administrator Jessica Kinser gave an overview of the draft of the Multi-Hazard Emergency Operations Plan and set forth a timeline for the Plan and related Emergency Support Functions to come before the Council for adoption.

PUBLIC COMMENT

Gail McCoy Keeler, 1008 S. 6th St., submitted a written comment with concerns about Riverside Cemetery and a roadway near Iowa River Hospice.

ADJOURNMENT:

Meeting Adjourned at 7:19 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST – APRIL 13, 2020

Advertising

Trending.Media/1 250.00

Buildings/Improvements

BG.HVAC.INC/1 460.00

Consulting & Professional Fees

AHLERS.COONEY/2 1,672.30
BERENS-TATE/1 3,000.00
Bernie.Lowe/1 193.84
Bernie.Lowe.Asc/1 339.98
C.P.M.I./1 6,285.00
Calhoun-Burns/1 5,923.50
CGA.Assoc/8 102,175.12
Construct/1 3,000.00
Construct/1 131,854.08
Great.Wstrn.Bnk/1 50.00
Grimes.Buck.Sch/1 4,125.00
GTG.Architects/1 35,472.50
HDR.Engrg/1 26,308.42
Howard.R.Green/1 2,125.50
Impact.7G.Inc/1 1,144.00
JCG.Land.Serv/1 1,491.10
McClure.Engrg/2 44,335.39
T.A.S.C./1 1,938.90
Verizon.Wirelss/1 50.00

Contracts

Affektive.Softw/1 447.74
Aramark.Unfrm/2 39.36
ARL/1 4,333.33
BDH/8 5,925.50
Fisher.Comm.Ctr/1 8,333.33
Great.Wstrn.Bnk/4 562.45
IA.ENV.SERV./1 800.00
IA.Valley.Cont./1 600.00
Koch.Office/4 405.16
Marsh.Co.Landfi/5 739.20
Murphy.Tractor./1 550.00
Premier.Equip/1 45.54
Racom.Corp/1 7,160.67
Region.6.Planng/1 1,122.00
RICOH.USA.INC/4 147.03
Schumacher.Elev/2 440.84
Servicemaster/1 402.50
SMITH.LAWN.CARE/2 2,400.00
Stone.Sanit/7 2,173.99
Tyler.Technolog/2 11.25
WINDCREST.LLC/1 9,459.00
Xerox.Corp/1 88.59

Debt Service

CRBT/2 8,707.57

Equipment/Minor

Ziegler/1 544.69

Land & Improvements

HUSEBOE,A/1 7,700.00

Library Books

Great.Wstrn.Bnk/8 232.16

Medical

Bernie.Lowe/1 1,039.63
HARTFORD.ACCTS/1 6,903.25
Health.Partners/6 238,765.63
Lifeworks.Us/1 1,163.31
Medtrak.Service/4 2,620.55

Payroll.Deductions

American.Educa./1 64.41
AXA/1 325.00
Collection.Svs./5 1,325.16

Colonial.Life/1 435.76
Fidelity.Securt/2 465.79
Galls.LLC/1 99.99
Great.Wstrn.Bnk/3 -136.05
I.R.S./6 80,947.57
IA.Treasurer/3 17,423.00
ICMA.457/11 40,222.22
IUPAT.PPME/1 887.42
Streichers.Inc/1 175.00
Teamsters238/2 1,783.32
Texas.Child.Sup/2 252.57
TotalAdmin.Serv/4 8,807.57

Payroll.Net

Payroll/1 287,639.00

Refund/Reimbursed

GOODING.B/1 828.29
Great.Wstrn.Bnk/8 292.18
Health.Partners/3 -1,627.83
HERNANDEZ,M/1 120.00
MUHLENA,D/1 45.00
MYERS, J/1 125.00
PATIAN,E/1 145.00
WEATHERLY,J/1 125.00

Rents/Leases

A LOT.INVESTMEN/1 806.00
Ackley.Housing/6 1,106.00
ALCALA,R/1 188.00
AMES,STEVEN/20 5,834.00
Bahr,Larry/1 264.00
Barnes,L/1 295.00
BJ&J.LLC/2 405.00
BLOOD,A/1 351.00
Borota,K/1 340.00
BOULDER.COOP.HS/6 1,181.00
Brodin,C/1 135.00
BROWN,B/2 192.00
Bryngelson.Corp/1 646.00
Buckaroo.LLC/3 1,258.00
Burr,Robert/1 268.00
Chadderdon,A/1 316.00
Charlier,Q/1 139.00
Chilton,M/1 450.00
CIRSI/9 1,041.00
CLAWSON,J/1 306.00
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/3 721.00
Elwayne.Inc./2 637.00
Etter, W/1 482.00
Eubanks,C/4 1,507.00
Farrell.Propert/6 1,389.00
Fischel.Holding/2 504.00
Frese.Propts/4 979.00
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 4,607.00
Gray,D/1 469.00
Hagele,D/1 200.00
Hala,J/4 1,448.00
HARRIS,T/1 324.00
Hatch,J/1 475.00

BILL LIST – APRIL 13, 2020

Hatch,R/5	1,917.00	Century.Link/105	1,799.22
Henricksen,H/1	207.00	Danner,M/1	7.00
HESSENIUS,R/3	1,025.00	DANS.OVERHEAD.D/1	2,905.00
Hilltop.Village/5	841.00	Electric.Supply/1	494.56
HOBSON,W/1	168.00	FIRSTNET.ATT/2	465.88
Hodges,K/1	365.00	Great.Wstrn.Bnk/32	4,173.23
Hsg.St.Cloud/1	540.00	Heart.of.Iowa/12	3,547.24
HUBBARD.MAPLE/3	576.00	Hsg.St.Cloud/1	39.39
Iowa.PheasantAp/4	922.00	Kapaun.Brown/1	690.00
Jared,S/2	401.00	Ledford,M/1	700.00
JB.I.COOP.Assn/4	897.00	McAtee.Tire/2	60.00
JDL.Rental.Coop/1	810.00	Moran-Million,J/1	35.00
Johnson,S/1	490.00	Mtwn.Wtrwrks/3	8,362.28
Judge,M/7	2,670.00	Murphy.Tractor./1	4,500.00
Klinefelter,R/1	450.00	ONE.SOURCE/3	120.00
Krogh,D/1	251.00	Rodriguez,A/1	2.00
LAWSON,R/2	350.00	SAYDEE,F/1	38.00
Lawthers.Prop.M/3	1,272.00	Scharnweber.Wtr/1	27.00
LUENSE,B/5	1,599.00	Serrano,A/1	6.00
MATNEY,L/1	263.00	Smith,A/1	31.00
Mtwn/Westown/19	3,788.00	UPHDM.Medicine/1	901.00
MURPHY,P/1	191.00	VanMaanen.Elect/1	752.70
Natl.Mngmt.Corp/1	559.00	Verizon.Wireles/5	912.37
NAUGHTON,R/1	825.00	Ziegler/1	814.44
NELSON,L/1	164.00	Supplies/Parts	
North.Tama.Hsg/2	275.00	Acco.Unlimited/1	1,251.15
Oetker,D/3	512.00	Adland.Engrvg/1	48.95
Palisade.Holdng/1	137.00	Airgas.U.S.A./2	156.21
Park.Elms,LLC/2	335.00	Arnold.Motor.Su/46	2,562.40
Pilot.Creek/1	175.00	Barco.MuniProd/1	244.00
Premier.RE.Mgmt/6	3,005.00	BDH/2	4,990.25
PYLE,D/2	540.00	Bound.Tree.Medi/2	439.60
RA.Rental.Prop/1	358.00	Cessford.Constr/2	2,691.07
RD.Toledo,LLP/1	587.00	City.Laundering/12	698.19
Ream,AJ/1	535.00	Cntrl.IA.Farm/1	86.90
Reed,T/11	3,393.00	Cntrl.IA.Machin/1	651.30
River.Birch/4	1,104.00	Concrete/1	260.00
River.Oaks/9	3,452.00	Crescnt.Electrc/2	391.99
S.E.Invst/3	992.00	Diamond.Vogel/2	93.01
Schmidt,M/1	250.00	Electric.Pump/2	8,932.64
SCOTT,L/1	422.00	Elliott,Equip/1	1,469.14
SESKER,R/1	186.00	Entenmann.Rovin/1	132.25
Specht,D/1	522.00	Environ.Resourc/2	966.62
Specht,G/1	270.00	Fareway.Stores/1	23.64
Squire,B/1	228.00	Fastenal.Co/10	674.97
Steelsmith,G/5	1,123.00	Galls.LLC/8	2,250.41
Stichter,R/1	229.00	Gillig.LLC/2	748.20
Sunrise.Apt/2	144.00	Graymont.Lime/1	5,209.95
Tallcorn.Tower/21	4,933.00	Great.Wstrn.Bnk/136	16,057.35
Titus,T/2	462.00	Hawkeye.Truck/1	138.50
TOWN.APARTMENT/3	268.00	HOEFT,D/1	11.49
TREVRON,LLC/1	326.00	IA.Prison.Ind/1	510.51
TTLC.Hsg/2	374.00	Inteconnect.Inc/1	4,389.05
VanVoorst,M/1	222.00	Interst.Battery/1	137.00
VEST,L/2	773.00	JCI.INDUSTRIES/1	2,765.75
Weatherly.Erin/3	1,305.00	Kapaun.Brown/1	172.51
Worent.Inc/1	258.00	KELTEK.INC/1	3,722.67
ZA.Properties/2	772.00	Keystone.Lab/1	64.00
ZMOLEK,M/1	257.00	Kieslers/1	3,457.97
Service/Repairs		Macqueen.Equip/4	193.20
Advance.Garage./1	315.00	Marsh.Co.Engr/23	13,073.57
Alvarez,F/1	31.00	McAtee.Tire/1	77.95
Aponte,M/1	27.00	Menards/11	391.38
BADER,J/1	37.00	Midland.Scienti/7	924.55
BDH/1	79.34	Mobotrex.Inc./3	6,713.00
Belin,T/1	7.00	Nagle,Signs/1	10,897.19
BG.HVAC.INC/2	1,563.00	Napa.Auto/9	286.54
Bjelland.Plmbg/1	749.14	Nelson.Fab/3	86.97

BILL LIST – APRIL 13, 2020

Noble.Medical/1	301.96
Nutrien.Ag.Sol/2	489.68
Park,K/1	963.00
PUBLIC.SFTY.CTR/1	143.35
Racom.Corp/3	455.00
RoseCity.Label/1	212.00
SE.Jones.Indust/1	215.50
Sho.Biz Inc/6	395.06
Spahn.Rose.Lmbr/1	49.99
STAPLES/3	457.13
Strands/1	193.99
Supr.Welding/1	73.27
TACTICAL.MED.SL/1	75.20
Thiesens.Supply/1	39.99
Tnemec.Co/1	457.80
Vajgrt.R/3	225.88
Verizon.Wireles/1	756.70
WINDCREST.LLC/1	2,325.80
Witmer.Public.S/2	117.65
WW.Grainger/1	566.46
Zarnoth.Brush.W/2	541.00
Ziegler/1	-149.30
Travel/Training	
Fink,K/4	175.47
Great.Wstrn.Bnk/6	977.93
Laville,J/1	33.54
Sho.Biz Inc/1	75.62
Utilities	
AlliantEnergy/60	33,849.64
I.R.U.A./2	1,116.39
Mtwn.Wtrwrks/1	1,246.65
WoodRiver.Enrgy/3	3,584.20
Total/1083	1,392,821.60

BUILDING REPORT FOR THE MONTH OF MARCH 2020							MARSHALLTOWN — I O W A —			
PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE	
25297	Alfonso Medina Jr.	308 Iowa Avenue East	New Gazebo					\$4,000	\$97	
25298	Yadira Yepez	808 East State Street	Alter Dwelling			\$20,000			\$321	
25299	Brett Buffington	305 South 6th Street	New Garage				\$15,000		\$251	
25300	Antonio Ocampo	916 South 2nd Avenue	Alter Garage				\$4,000		\$97	
25301	Lennox Industries (storm)	200 South 12th Ave.	Alter Building					\$200,000	\$1,594	
25302	Brenda Contreras	505 Lee Street	Alter Dwelling			\$6,000			\$125	
25303	Orton Homes, LLC	2614 South 8th Street	New Dwelling/Garage	\$252,000					\$1,906	
25304	Matt Pisney	2107 S. Center Street	New Awning					\$3,000	\$83	
25305	Hy-Vee Inc.	802 South Center St.	Alter Building					\$750,000	\$4,484	
25306	Kevin Jensen	1503 Fairway Drive	Alter Garage				\$7,000		\$139	
25307	Void									
25308	Jim Jana Stanton	2221/2223 Edgebrook D	New Two Unit Dwelling	\$397,000					\$2,776	
25309	Leonardo Vargas	3 West Olive Street	Alter Shed				\$2,000		\$69	
			TOTALS:	\$649,000		\$26,000	\$28,000	\$957,000	\$11,942	
			TOTAL IMPROVEMENT AMOUNT:					\$1,660,000		
				Units	Permits	Permits	Permits	Permits	Demo Permits	
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	3	2	2	4	4	0	

Building Division Improvement Value & Fee Summary - March 2020

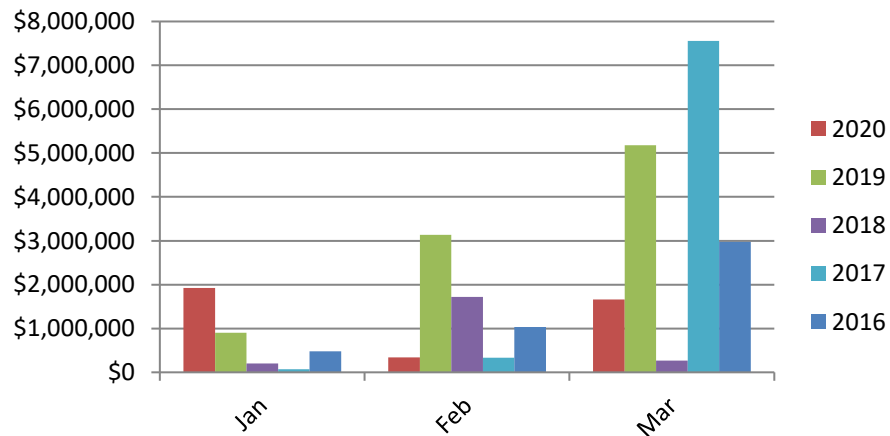
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$1,921,000	\$339,000	\$1,660,000										\$3,920,000
2019	\$903,000	\$3,132,000	\$5,177,000										\$9,212,000
2018	\$205,000	\$1,722,000	\$271,000										\$2,198,000
2017	\$74,000	\$331,000	\$7,559,000										\$7,964,000
2016	\$479,000	\$1,034,000	\$2,977,000										\$4,490,000

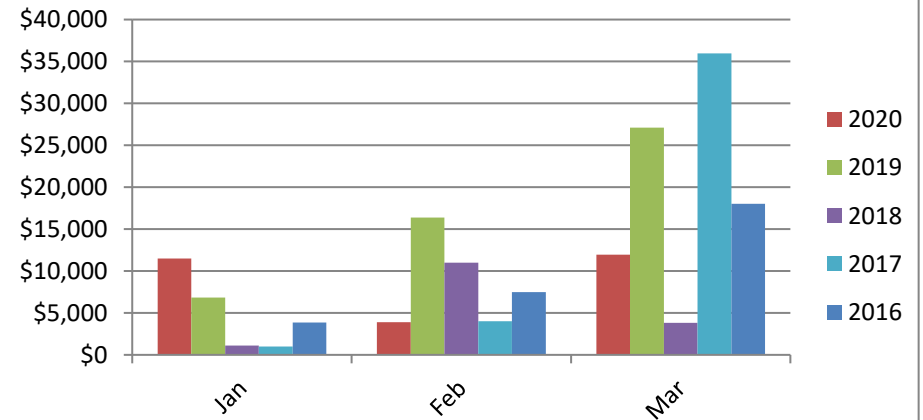
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$11,506	\$3,879	\$11,942										\$27,327
2019	\$6,828	\$16,366	\$27,102										\$50,296
2018	\$1,114	\$10,996	\$3,815										\$15,925
2017	\$1,006	\$3,995	\$35,959										\$40,960
2016	\$3,860	\$7,490	\$18,014										\$29,364

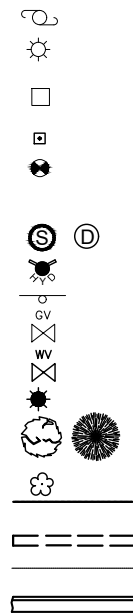
Total Improvement Value Comparison



Total Fees Received Comparison



LEGEND



2020 STREET MAINTENANCE PROJECT CITY OF MARSHALLTOWN

PROJECT NO - STR 20002

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

SCALE
1"= 1'
HORIZONTAL
1"= 1'
VERTICAL

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

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

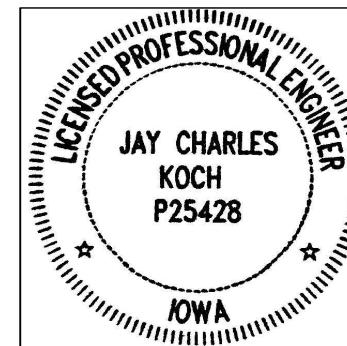
SEWER: CITY OF MARSHALLTOWN
CONTACT: TROY McGAHUEY
PHONE: (641) 754-5749

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



INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN NOTES AND ESTIMATED QUANTITIES
3	LOCATION MAP
4-14	STREET MAINTENANCE AREAS



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 03/01/2020
My registration expires December 21st, 2020
Sheet covered by this seal : ALL



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

Drawn By: JCK
Chk By: JCK
Proj. No: STR20002
Dwg. No: COVER
VP. No: 3/26/20
Date:

COVER
2020 STREET MAINTENANCE
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.

CONSTRUCTION NOTES

CRACK AND JOINT CLEANING AND FILLING, EMULSION: ALL JOINTS AND CRACKS IN HMA PAVEMENT SHALL BE CLEANED AND SEALED IN ACCORDANCE WITH SECTION 7040. CRACKS WIDER THAN 1" THAT ARE NOT DESIGNATED FOR STRIP SLURRY LEVELING, WILL BE FILLED WITH EMULSIFIED ASPHALT SLURRY, SPECIFIED IN SECTION 7070, INSTEAD OF HMA.

CRACK AND JOINT CLEANING AND FILLING, HOT POUR: ALL JOINTS AND CRACKS IN PCC PAVEMENT SHALL BE CLEANED AND SEALED IN ACCORDANCE WITH SECTION 7040.

STRIP SLURRY LEVELING: STRIP SLURRY LEVELING SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 7070, EMULSIFIED ASPHALT SLURRY SEAL. STRIP SLURRY LEVELING SHALL UTILIZE A FINE SLURRY MIXTURE. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF JOINT AREA LEVELED BASED ON A STRIP 12-INCHES WIDE X LENGTH OF CRACK.

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.

ALTERNATE BID:

ALTERNATE BID #1 IS FOR THE MILLING AND OVERLAY OF BROKEN UP AND ALLIGATOR CRACKED PAVEMENT IN THE AREAS SLATED FOR JOINT/CRACK SEALING. THE CITY WILL AWARD THE CONTRACT BASED SOLELY ON THE BASE BID. CITY MAY AWARD THE ALTERNATE BID IF FUNDING ALLOWS..

HMA OVERLAY (3"): HMA OVERLAY SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 7021. HMA SHALL BE PLACED OVER TACKED SUBSTRUCTURE. PAVEMENT SHALL UTILIZE A SURFACE COURSE MATERIAL WITH A TYPE B GRADATION. PROVIDE MIXTURE WITH AN ASPHALT BINDER MEETING OR EXCEEDING PG 58-28S. OVERLAY SHALL BE PLACED IN A SINGLE 3" COMPACTED LAYER.

MILLING (3"): MILLING SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 7040. MILLED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE HAULED OFF CITY ROW.

BASE BID: CRACK AND JOINT SEALING AND STRIP SLURRY LEVELING

Item	Description	Quantity	Unit
7.01	Crack and Joint Cleaning and Filling, Emulsion (HMA)	43.1	Mile
7.02	Crack and Joint Cleaning and Filling, Hot Pour (PCC)	3.2	Mile
7.09	Strip Slurry Leveling	4,174	SqYd
8.01	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.

ALTERNATE BID #1: HMA MILL AND OVERLAY

Item	Description	Quantity	Unit
7.01	HMA Overlay (3-inches)	2,969	SqYd
7.02	Milling (3-inches)	2,969	SqYd
8.01	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.



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

Drawn By: JCK
Chk By: JCK
Proj. No: STR20002
Dwg. No: CRACK SEALING
VP. No: NOTES
Date: 3/26/20

STREET MAINTENANCE AREAS

2020 STREET MAINTENANCE
MARSHALLTOWN, IOWA

CITY OF MARSHALLTOWN

SCALE
1" = '
HORIZONTAL
1" = '
VERTICAL

SUMMIT STREET

3RD AVENUE/HIGHWAY 14

MARION STREET

MAIN STREET

~ MAIN STREET

— LINCOLN WAY

18TH AVENUE

CENTER STREET/
HIGHWAY 14

- IOWA AVENUE

HIGHWAY 30

LEGEND	
BRIDGE	
CHURCH	
SCHOOL	

2020 HMA SLURRY LEVELING, CRACK SEAL & SEAL COAT

2020 PCC JOINT/CRACK SEAL



the City of
Marshalltown

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

Drawn By:	JCK
Chk' By:	JCK
Proj. No:	STR20002
Dwg. No:	CRACK SEAL MAP
V/P. No:	LOCATION
Date:	3/26/20

STREET MAINTENANCE
LOCATION MAP

2020 STREET MAINTENANCE
MARSHALL TOWN, IOWA





2020 STREET MAINTENANCE PROJECT

PROJECT NO. STR-20001

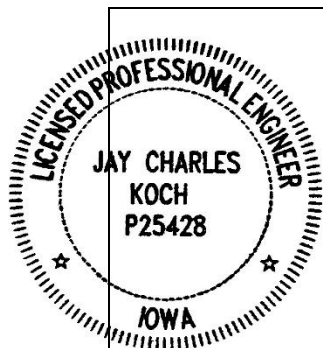
PREPARED BY:

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: 03/26/2020

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
2020 STREET MAINTENANCE PROJECT
JOINT LEVELING AND CRACK SEALING
PROJECT NO. STR-20001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2020 STREET MAINTENANCE PROJECT 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 13th day of April 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-20001 - 2020 Street Maintenance Project 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 at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 28th day of April 2020 for the construction of the 2020 Street Maintenance Project as described in the plans and specifications for Project No. STR-20001, 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 11th day of May 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 2020 Street Maintenance Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. STR-20001 the 2020 Street Maintenance Project.

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:

BASE BID: CRACK AND JOINT SEALING AND STRIP SLURRY LEVELING			
Item No.	Bid Items	Bid Quantity	Unit
7.01	Crack and Joint Cleaning and Filling, Emulsion (HMA)	43.1	Mile
7.02	Crack and Joint Cleaning and Filling, Hot Pour (PCC)	3.2	Mile
7.03	Strip Slurry Leveling	4,174	SqYd
8.01	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.

ALTERNATE BID #1: HMA MILLING AND OVERLAY			
Item No.	Bid Items	Bid Quantity	Unit
7.01	HMA Overlay (3-inches)	2,969	SqYd
7.02	Milling (3-inches)	2,969	SqYd
8.01	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. STR-20001 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. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$25.00 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.

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, 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.

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 14th day of April 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 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website 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 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 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Pavement Marking.
 - B. DBE/MBE Subcontractors.
- 11.02 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..
- 11.03 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.

11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

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 Base Bid and Alternate Bid #1 as shown in Bid Form. Award will be based on total of Base Bid. Alternate Bid #1 may be accepted if funding allows.

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:
24 N. Center Street
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

2020 STREET MAINTENANCE PROJECT

PROJECT NO. STR-20001

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:

BASE BID: CRACK AND JOINT SEALING AND STRIP SLURRY LEVELING

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
7.01	Crack and Joint Cleaning and Filling, Emulsion (HMA)	43.1	Mile	\$	\$
7.02	Crack and Joint Cleaning and Filling, Hot Pour (PCC)	3.2	Mile	\$	\$
7.03	Strip Slurry Leveling	4,174	SqYd	\$	\$
8.01	Temporary Traffic Control	1	L.S.		\$
11.01	Mobilization	1	L.S.		\$
TOTAL BID SCHEDULE A				\$	

ALTERNATE BID #1: HMA MILL AND OVERLAY

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
7.01	HMA Overlay (3-inches)	2,969	SqYd	\$	\$
7.02	Milling	2,969	SqYd	\$	\$
8.01	Temporary Traffic Control	1	L.S.		\$
11.01	Mobilization	1	L.S.		\$
TOTAL ALTERNET BID SCHEDULE 1				\$	

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 Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information,

observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7—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)

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): 2020 Street Maintenance Project Project No. STR-20001 Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
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: _____ (<i>Full formal name of Bidder</i>)	By: _____ (<i>Full formal name of Surety (corporate seal)</i>)
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>) (<i>Attach Power of</i>)
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
Attest _____ .	Attest _____ .
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>)
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<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.

SECTION 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:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

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
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ 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

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 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:	

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

Years of experience with projects like the proposed project:
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? ☐ Yes ☐ No

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been released from a bid in the past 5 years? ☐ Yes ☐ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

5.03 Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 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:

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: March 10, 2020

Owner: City of Marshalltown

Owner's Project No.: STR-20001

Engineer: City of Marshalltown

Engineer's Project No.: STR-20001

Project: 2020 Street Maintenance Project

Contract Name: 2020 Street Maintenance Project

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____, **2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Total project including Base Bid and as amended by Addendum #_. Work includes the leveling of large cracks and crack sealing HMA roadways in Marshalltown, IA. Work includes joint/crack sealing of PCC roadways in the City of Marshalltown, Iowa.

The Contract Price of the awarded Contract is \$_____. 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.

Two (2) 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 **two (2)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) two (2) copies of the Contract security (performance bond, payment bond and warranty bond) 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): **None**

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): Joel Greer

Title: Mayor

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: 2020 Street Maintenance Project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Work includes Leveling Large Cracks and Crack Sealing HMA roadways in Marshalltown, IA. Work includes Joint/Crack Sealing of PCC roadways in the City of Marshalltown, Iowa.

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 **August 15, 2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 15, 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. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- E. 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 **15th** 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 _____ () sheets with each sheet bearing the following general title: 2020 Street Maintenance Project.
 7. Addenda (numbers one (1) to one (1), 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 **March 25, 2020** (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:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

24 North Center Street

Marshalltown, IA 50158

Designated Representative:

Name:

Jay C. Koch

(typed or printed)

Title:

Civil Engineer II

(typed or printed)

Address:

24 North Center Street

Marshalltown, IA 50158

Phone:

(641) 754-5734

Email:

jkoch@marshalltown-ia.gov

(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:

Construct, Inc.

(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:

1710 East Main Street

Marshalltown, IA 50158

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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PERFORMANCE BOND

Contractor Name: _____ Address (principal place of business): _____ 	Surety Name: _____ Address (principal place of business): _____
Owner Name: City of Marshalltown Mailing address (principal place of business): 24 North Center Street Marshalltown, IA 50158	Contract Description (name and location): 2020 Street Maintenance Project Project No. STR-20001 Contract Price: \$ _____ Effective Date of Contract: , 2020
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ 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: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <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 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

Contractor Name: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Address (<i>principal place of business</i>): _____
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 2020 Street Maintenance Project Project No. STR-20001 Contract Price: \$ _____ Effective Date of Contract: , 2020
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ 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: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
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

Contractor Name: Construct, Inc. Address (principal place of business): 1710 East Main Street Marshalltown, IA 50158	Surety Name: Address (principal place of business):
Owner Name: City of Marshalltown Address (principal place of business): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (name and location): 2020 Street Maintenance Project Project No. STR-20001 Contract Price: \$ Effective Date of _____, 2020 Contract's Date of _____, 2020 Substantial Completion:
Bond Bond Amount: _____ Date of Bond: _____ Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until five (5) 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	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <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.	

2020 Street

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 TO PROCEED

Owner: City of Marshalltown Owner's Project No.: STR20001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 Street Maintenance Project
Contract Name:
Effective Date of Contract:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Marshalltown
By (signature):
Name (printed):
Title:
Date Issued:
Copy: Engineer

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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 (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

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).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
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:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
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.

Contractor's Pollution Liability	Policy limits of not less than:
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.

Contractor's Professional Liability	Policy limits of not less than:
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](#)

Railroad Protective Liability Insurance	Policy limits of not less than:
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.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
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 Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ≥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.) ≤35°F	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) ≥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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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: STR20001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 Street Maintenance Project
Contract Name:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR-20001
Engineer: City of Marshalltown Engineer's Project No.: STR-20001
Contractor: Contractor's Project No.:
Project: 2020 Street Maintenance Project
Contract Name: 2020 Street Maintenance Project
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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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	<u>City of Marshalltown</u>	Owner's Project No.:	<u>STR-20001</u>
Engineer:	<u>City of Marshalltown</u>	Engineer's Project No.:	<u>STR-20001</u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>2020 Street Maintenance Project</u>		
Contract:	<u>2020 Street Maintenance Project</u>		

Application No.: <u></u>	Application Date: <u></u>
Application Period: From <u></u>	to <u></u>

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 (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$
5. Retainage	
a. <u></u> X \$ <u></u> Work Completed	\$
b. <u></u> X \$ <u></u> 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: <u></u>	
Signature: <u></u>	Date: <u></u>

Recommended by Engineer By: <u></u> Title: <u></u> Date: <u></u>	Approved by Owner By: <u></u> Title: <u></u> Date: <u></u>
Approved by Funding Agency By: <u></u> Title: <u></u> Date: <u></u>	By: <u></u> Title: <u></u> Date: <u></u>

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Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR-20001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-20001
Contractor:		Contractor's Project No.:	
Project:	2020 Street Maintenance Project		
Contract:			

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

Owner:	City of Marshalltown	Owner's Project No.:	STR-20001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-20001
Contractor:		Contractor's Project No.:	
Project:	2020 Street Maintenance Project		
Contract:			

Application No.: _____	Application Period:	From	_____	to	_____	Application Date: _____
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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 (\$)				
Change Order Totals		\$	\$	\$	\$	\$		\$
Original Contract and Change Orders								
Project Totals		\$	\$	\$	\$	\$		\$

Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	2020 Street Maintenance Project
Contract:	

Owner's Project No.:	STR-20001
Engineer's Project No.:	STR-20001
Contractor's Project No.:	

Application No.:	Application Period:	From	to	Application Date:
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Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	2020 Street Maintenance Project
Contract:	

Owner's Project No.:	STR-20001
Engineer's Project No.:	STR-20001
Contractor's Project No.:	

Application No.:	Application Period:	From	to	Application Date:
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Original Contract and Change Orders							
Project Totals	\$	\$	\$	\$	\$	\$	\$

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR-20001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-20001
Contractor:		Contractor's Project No.:	
Project:	2020 Street Maintenance Project		
Contract:			

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

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CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: STR-20001
Engineer: City of Marshalltown Engineer's Project No.: STR-20001
Contractor: Contractor's Project No.:
Project: 2020 Street Maintenance Project
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 [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

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FIELD ORDER NO.: [FO#]

Owner:	City of Marshalltown	Owner's Project No.:	STR-20001
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-20001
Contractor:		Contractor's Project No.:	
Project:	2020 Street Maintenance Project		
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 7 - Streets and Related Work
 - 3. Division 8 – Traffic Control
 - 4. 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:

2020 STREET MAINTENANCE PROJECT

PROJECT NO. STR-20001

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 leveling of large cracks and crack sealing HMA roadways in Marshalltown, IA. Work includes joint/crack sealing of PCC roadways in the City of Marshalltown, Iowa.

1.06 CONTRACTS

The work shall be performed under one schedule and one (1) contract, as listed on the Bid Form. An alternate bid for asphalt milling and overlay will be taken.

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.

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 those 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 7 - STREETS AND RELATED WORK

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SECTION 7020 - HOT MIX ASPHALT 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. Hot Mix Asphalt (HMA) Pavement
- B. Base Widening

1.02 DESCRIPTION OF WORK

- A. Includes the requirements for the construction of HMA surface, intermediate, and base courses placed upon a prepared subgrade, subbase, base, or pavement and HMA base widening.
- B. Comply with Iowa DOT Section 2303 for construction of HMA pavement and base widening, except as modified herein.
- C. Provide Quality Management - Asphalt (QM-A) for bid items with HMA quantities exceeding 1,000 tons. Provide quality control for bid items with HMA quantities of 1,000 tons or less according to Section 7020, 3.06.
- D. Refer to Table 7020.01 for gyratory mixture design criteria. Note - this table was copied from the SUDAS Design Manual, Section 5D-1.

1.03 SUBMITTALS

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Prepare and submit the job mix formula to the Engineer for approval prior to HMA production.
- C. Provide quality control test results.
- D. Submit all pavement smoothness testing and certifications according to Section 7020, 3.05.
- E. Upon request, provide material certifications to the Engineer.
- F. Submit HMA certifications for all bid items with HMA quantities of 1,000 tons or less, according to Section 7020, 3.06.
- G. Weight receipts should include mix size and type and/or correlate to the bid item.

1.04 SUBSTITUTIONS

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:

Table 7020.01: Mixture Design Criteria

(derived from Iowa DOT Materials I.M. 510)

Mix	Layer Designation	Gyratory Density		Film Thickness	Quality Type	Aggregate ²		Sand Equivalent (min)
		N _{des}	Design % G _{mm} (target)			Crush (min)	FAA (min)	
LT	0.3 M S	50	96.0	8.0 - 15.0	A ¹	60 ¹	---	40
	0.3 M I		97.0		A ¹	45		
	0.3 M B		96.0		A	75 ¹		
ST	1M S	50	96.0	8.0 - 15.0	60 ¹	60 ¹	40	40
	1M I		97.0				---	
	1M B		96.0					
HT	10M S	75	96.0	8.0 - 15.0	A	75	43	45
	10M I		96.5		A1	60		
	10M B							

For mix design levels exceeding 10M ESALs, see Iowa DOT Materials I.M. 510.

¹ Requirements differing from Iowa DOT Materials I.M. 510; for base mixes, aggregate quality improved from B to A and percent crushed aggregate increased by 15%.

² Flat & Elongated 10% maximum at a 5:1 ratio

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. Aggregate Storage: Prevent contamination and intermingling per Iowa DOT Section 2303.
- C. Salvaged or Reclaimed Materials: Classification of RAP will be as determined by the Iowa DOT. If RAP stockpile classification has not been determined by the Iowa DOT, the Contractor is responsible for obtaining the classification from an outside testing firm using the same tests as the Iowa DOT.
- D. Disposal: Dispose of excess HMA according to applicable local, state, and federal regulations in a manner that does not cause damage or harm to adjacent properties or public facilities.

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. HMA Pavement by Ton:**

1. Measurement: Measurement will be in tons of HMA pavement.
2. Payment: Payment will be at the unit price per ton of HMA pavement.
3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coats between layers, construction zone protection, and quality control.

B. HMA Pavement by Square Yards:

1. Measurement: Measurement will be in square yards for each different thickness of HMA 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 HMA pavement.
3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coats between layers, construction zone protection, and quality control.

C. HMA Base Widening by Ton:

1. Measurement: Measurement will be in tons of HMA base widening.
2. Payment: Payment will be at the unit price per ton of HMA base widening.
3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coat between layers, construction zone protection, and quality control.

D. HMA Base Widening by Square Yard:

1. Measurement: Measurement will be in square yards for each different thickness of HMA base widening. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured base widening area.
2. Payment: Payment will be at the unit price per square yard for each thickness of HMA base widening.
3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coat between layers, construction zone protection, and quality control.

E. HMA 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, furnishing and installing porous backfill material, furnishing and installing fiber board barrier, furnishing and placing modified subbase material, furnishing and applying tack coat, furnishing, placing, and compacting HMA.

F. Density Deficiency:

1. Measurement: Measurement will be in square yards for each different density of HMA pavement subject to a unit price reduction for density deficiency according to Section 7020, 3.04.
2. Payment: Payment will be at the reduced unit price according to Table 7020.02 for each density of HMA pavement. If there is a density 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.

G. HMA Pavement Thickness Deficiency:

1. Measurement: Measurement will be in square yards for each different thickness of HMA pavement that has deficient pavement thickness as determined in Section 7020, 3.04.
2. Payment: Payment will be at the percentage of the unit price indicated in Table 7020.03 for each different thickness of HMA 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.

H. HMA Pavement Smoothness Deficiency:

1. Measurement: Measurement will be in square yards for each different segment of HMA pavement subject to a unit price reduction for pavement smoothness according to Section 7020, 3.05.
2. Payment: Payment will be at the reduced unit price according to Table 7020.04 for each segment of HMA 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.

I. HMA 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 HMA pavement samples and testing.

- 3. Includes: Lump sum price includes, but is not limited to, certified plant inspection, pavement thickness cores, density analysis, profilograph pavement smoothness measurement (when required by the contract documents), and air void testing.
- J. Fixture Adjustment: Comply with Section 6010 for adjustment of manholes and intakes and Section 5020 for adjustment of water valves and fire hydrants.
- K. Pavement Removal: Comply with Section 7040.
- L. Subgrade and Subbase: For excavation and construction of subgrade and subbase, comply with Section 2010.

PART 2 - PRODUCTS

2.01 HMA MATERIALS

- A. Comply with Iowa DOT Section 2303, with the following exception:
- B. Follow the procedure outlined in Iowa DOT Materials I.M. 510 for HMA mixture designs, except replace Table 1 in Appendix A, HMA Mixture Design Criteria with the SUDAS HMA Mixture Design Criteria (Table 7020.01) (Tables 2 through 4 in Appendix A still apply).

2.02 WARM MIX ASPHALT MATERIALS

If use of warm mix asphalt (WMA) is approved by the Jurisdiction, comply with Iowa DOT Section 2303.

2.03 RECYCLED ASPHALT MATERIALS

- A. Recycled Asphalt Pavement: If use of recycled asphalt pavement (RAP) is approved by the Jurisdiction, comply with Iowa DOT Section 2303.
- B. Recycled Asphalt Shingles: If use of recycled asphalt shingles (RAS) is approved by the Jurisdiction, comply with Iowa DOT Section 2303.

2.04 SUBGRADE AND SUBBASE

Comply with Section 2010.

PART 3 - EXECUTION

3.01 HMA PAVEMENT

- A. Construct according to Iowa DOT Section 2303 and the following:
- B. Preparation of Pavement Foundation: Construct subgrade and subbase according to Section 2010.
- C. Compaction: Compact to a minimum of 94% of laboratory density. Do not exceed 8% average air void level for roadway density specimens.
- D. Tack Coats: Apply tack coats according to Iowa DOT Section 2303. In addition, if the emulsion is diluted, the dilution must be done by the manufacturer and

certified. Provide the Engineer with the new application rate required to achieve the specified undiluted application rate.

- E. Fillets and Runouts: Rake out coarse aggregate prior to shaping and compaction of fillets and runouts.
- F. HMA Railroad Crossing Approach: Construct according to Section 7020 and Figure 7020.902.
- G. Fixtures in the Pavement Surface:
 - 1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010, 3.04 for manhole adjustments and Section 5020, 3.04 for water fixture adjustments.
 - 2. Clean outside of fixture to depth of pavement before asphalt placement.
 - 3. Construct boxouts where allowed for later adjustment of fixtures. See Figure 7020.201 for the size and shape of the boxout.
- H. Samples and Testing: Take samples from the compacted material and test according to Section 7020, 3.04. Randomly locate samples in the pavement area. Notify the Jurisdiction the day prior to coring and testing to give the Jurisdiction the opportunity to witness coring and testing.

3.02 BASE WIDENING

- A. Equipment: Use equipment complying with Iowa DOT Section 2213.
- B. Conditions:
 - 1. Resurfacing over Concrete Base Widening: When the existing pavement is HMA material over concrete pavement, saw or mill the old asphalt to the full depth of the proposed resurfacing or to depth of sound material producing a reasonable vertical line at the edge of the underlying concrete.
 - 2. HMA Base Widening: Apply a tack coat to the vertical edge of the old pavement at a rate of 0.10 to 0.15 gallon per square yard according to Section 7020, 3.01. No waiting period will be required before placing the widening.
- C. Preparation of Subgrade:
 - 1. Cut the width of the trench for the widening at least 6 inches greater than the base width of the widening according to the contract documents. If widening roadways with open ditches, provide ditches or drains from the widening trench at frequent intervals to allow subgrade drainage to side ditches.
 - 2. Construct subgrade and subbase according to Section 2010.
 - 3. Bring the subgrade to an elevation and cross-section such that, after being compacted to a minimum of 95% of maximum Standard Proctor Density, the surface will be at the required elevation.

4. Remove material, other than sand, that will not readily compact. Replace with material that will readily compact and roll that portion of the subgrade again. Use an appropriate roller complying with Iowa DOT Article 2001.05.
5. While constructing the subgrade, maintain the soil in a condition sufficiently moist to facilitate compaction.
6. Check the finished subgrade with a template supported on the surface of the adjacent pavement. Clean the edge of the old pavement.

D. Construction:

1. Place the HMA mixture in the number of lifts required to produce the required thickness.
2. Do not allow the compacted thickness of the top lift to exceed 2 1/2 inches. The maximum compacted thickness of lower lifts may exceed 3 inches if the thicker lifts demonstrate satisfactory compaction. Maximum lift thickness shall be 4 1/2 inches.
3. Do not place HMA on the surface of the existing pavement, and immediately remove any spilled base material.
4. Ensure that, after compaction, the constructed width conforms to the required width.
5. Promptly and thoroughly compact each lift. Comply with Section 7020, 3.01.
6. Place succeeding lifts of HMA material as soon as the previous lift has been compacted.
7. Obtain the lab density for that day's HMA paving from an Iowa DOT-approved testing lab and based on the job mix formula design criteria.
8. Take density samples from the compacted material and test according to Section 7020, 3.04. Randomly locate samples in the area 6 inches from the base being widened to 6 inches from the outside edge of a given pass of the placing equipment. Notify the Jurisdiction the day prior to coring and testing to give the Jurisdiction the opportunity to witness coring and testing.
9. When the contract for base widening does not include resurfacing, construct the final surface of widening flush with, or no more than 1/8 inch below, the surface of the old pavement.
10. Do not open the widening to traffic until it has cooled sufficiently to support the traffic without displacement or movement.

3.03 PROTECTION FROM TRAFFIC

A. General:

1. Protect the new pavement and its appurtenances damages caused by traffic, additional cost to the Contracting Authority. This includes the erection and maintenance of warning signs, lights, fence, and barricades; flaggers to direct traffic; and pavement bridges or crossovers as appropriate.

2. 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.

B. End of Day's Run:

1. 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.
2. Install construction zone protection upon completion of paving operations. Leave protection in place and maintained until the pavement has cooled sufficiently to withstand traffic without damage.
3. Intermediate construction zone protection may be required for the purpose of opening the pavement for access to a side road, side street, or entrances.

- C. 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.

3.04 DEFECTS OR DEFICIENCIES

A. Repairs Required:

1. Remove and replace or repair pavement containing excessive cracks, deformities, deficiencies, or other defects at no additional cost to the Contracting Authority. The method of replacement or repair will be determined by the Engineer. Extended warranty may be approved by the Engineer.
2. Areas to be replaced will be determined by the Engineer. Complete all repairs according to Section 7040.

B. Density Deficiencies:

1. The Engineer will obtain and test 7 samples for each lot according to Iowa DOT Materials I.M. 204 Appendix F. The quality index for density of each lot will be determined by the following formula:

$$\text{Density (Q.I.)} = (\text{Average } G_{mb})_{\text{Field Lot}} - ((\% \text{ Density})_{\text{Specified}} \times (\text{Average } G_{mb})_{\text{Lab Lot}}) \\ (\text{Standard Deviation } G_{mb})_{\text{Field Lot}}$$

where G_{mb} = bulk Specific Gravity of the mixture

2. Payment will be adjusted according to the density requirements of Table 7020.02 for the quality index for density determined for the lot:

Table 7020.02: Pay Factor for HMA Pavement Density

Density Index 7 Samples ¹	Percent Payment
greater than 0.72	100
0.40 to 0.72	95
0.00 to 0.39	85
less than 0.00	75 Maximum

¹ Or 6 samples and 1 outlier. Only one outlier will be allowed.

3. No incentive payment for pavement density will be made.

C. Thickness Deficiencies:

1. The Engineer will measure the cores according to Iowa DOT Materials I.M. 337. All areas of uniform and similar thickness and width for the project will be divided into lots.
2. The thickness of the completed course will be measured to the nearest 1/8 inch, exclusive of seal coat. All areas of uniform and similar thickness and width for the project will be divided into lots. The frequency specified for taking density samples from the surface lift will be used when measuring for completed thickness. However, samples that may not be tested for density because they are less than 70% of the intended thickness will be used for thickness, and in these particular instances, the additional samples of sufficient thickness that are used for density tests will not be measured for thickness. Thickness samples will be taken full depth of the completed course and after measurement; remove the density samples for the top layer from the core. If any of the measurements for a lot is less than the designated thickness, the quality index for thickness of that lot will be determined by the following formula:

$$\text{Thickness (Q.I.)} = \text{Avg. Thickness} - (\text{Design Thickness} - 0.50)$$

$$\text{Max Thickness} - \text{Minimum Thickness}$$

3. Payment will be further adjusted by the appropriate percentage according to the quality index for thickness determined for that lot and the following table:

Table 7020.03: Pay Factor for HMA Pavement Thickness

Thickness Index 7 Samples	Percent Payment (Previously Adjusted for Density)
greater than 0.34	100
0.14 to 0.34	95
0.00 to 0.13	85
less than 0.00	less than 0.00 75 Maximum

- D. No incentive payment for pavement density will be made.

3.05 PAVEMENT SMOOTHNESS

- A. Straightedge: The Engineer will check HMA pavement surfaces with a 10 foot straightedge placed parallel to the centerline. Areas showing high spots of more than 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 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.
- B. Profilograph:
 1. If specified in the contract documents, comply with Iowa DOT Section 2316 to measure pavement smoothness with a profilograph. Ensure the evaluation is

certified according to Iowa DOT Materials I.M. 341. Position the center wheel of the profilometer 6 feet from the centerline or the lane line.

2. Evaluate according to the smoothness requirements of Table 7020.04 and make surface corrections and/or price reductions. Surface corrections will be completed with no additional cost to the Contracting Authority. No incentive for pavement smoothness will be made.

Table 7020.04: Price Reduction for Pavement Smoothness

Initial Profile Index (inch/mile/segment)	New Pavements (\$/segment)	Resurfaced Pavements (\$/segment)
12.1 - 22.0	Unit price	Unit price
22.1 - 30.0	\$500	\$250
30.1 and over ¹	Grind only	Grind only

1. ¹ For segments with an initial index of 30.1 and over, grind the surface to a finish index of 22.0 or better. In lieu of accepting a price reduction and grinding the surface to a final index of 22.0 or better, the Contractor may elect to replace part or the entire segment.

3.06 QUALITY CONTROL

- A. Provide Quality Management - Asphalt (QM-A) for bid items with HMA quantities exceeding 1,000 tons. On locally let projects, all testing normally conducted by the Iowa DOT may be performed by the Jurisdiction or an independent testing laboratory hired by the Jurisdiction.
 1. General: Follow the procedures and meet the criteria established in Iowa DOT Article 2303.03, B; Section 2521; and Materials I.M. 510 and 511. Percent within Limits (PWL) stipulations in these documents is not required.
 2. Mix Design - Job Mix Formula (JMF):
 - a. The Contractor is responsible for the JMF for each mixture.
 - b. Submit a completed JMF for approval to the materials lab designated by the Contracting Authority. Submit supporting documentation demonstrating the design process was followed and how the recommended JMF was determined. Include an economic evaluation when required according to Iowa DOT Section 2303. Include trial and final proposed aggregate proportions and corresponding gyratory data. In addition, submit sufficient loose mixture and individual material samples for approval of the design if requested by the Engineer.
 - c. The person preparing the JMF must be Iowa DOT certified in bituminous mix design.
 - d. If the JMF is not satisfactory, submit another JMF for review. An approved JMF will be required prior to beginning plant production.

3. Plant Production:

a. General:

- 1) Perform sampling and testing to provide the quality control of the mixture during plant production. Certified Plant Inspection according to Iowa DOT Section 2521 is required.
- 2) Ensure personnel performing production quality control testing is Iowa DOT certified for the duties performed.
- 3) Provide easy and safe access to the location in the plant where samples are taken.
- 4) A "significant mix change" is defined as a single occurrence of an aggregate interchange of greater than 5%, a single occurrence of an asphalt content change greater than 0.2%, or any deletion or introduction of a new material into the mix.

b. Sampling and Testing:

- 1) Sample and test asphalt binder to verify the quality of the binder grade. Take asphalt binder samples at random times as directed and witnessed by the Engineer according to Iowa DOT Materials I.M. 204.
- 2) Use cold feed or ignition oven gradation for aggregate gradation control to assure materials are being proportioned according to the specifications. Take aggregate samples at random times as directed and witnessed by the Engineer according to Iowa DOT Materials I.M. 204. The Engineer will secure the samples according to Iowa DOT Materials I.M. 205, Appendix A.
- 3) Sample the hot HMA mixture at random locations as directed and witnessed by the Engineer according to Iowa DOT Materials I.M. 322. Secure the samples according to Iowa DOT Materials I.M. 205, Appendix A.
- 4) Assist the Engineer with material sampling for verification testing. When the Engineer provides notification that a sample is to be taken, obtain sample within 15 minutes.
- 5) Each day's production of a mix design will be considered a lot.
 - a) When the anticipated quantity for the day is 2,000 tons or more, divide that day's production into four sublots, with the first subplot being the first 500 tons produced. The Engineer will divide the remaining anticipated quantity for the day into three equally sized sublots.
 - b) When the anticipated quantity for the day is less than 2,000 tons, use the first 500 tons produced for the first daily subplot. The Engineer will establish 750 ton daily sublots for mix production exceeding the first 500 tons.

- 6) No more than four paired hot HMA mixture samples will be required for acceptance of a lot.
- 7) Do not take paired samples from the first 100 tons of mix produced each day or the first 100 tons of mix following a significant mix change. When paving operations are staged so each day of placement is less than 100 tons for the entire production of a bid item, establish a sampling plan with the Engineer that includes a minimum of one sample per 2,500 tons.
- 8) Test the quality control sample of each production paired sample as follows:
 - a) Prepare and compact two gyratory specimens according to Iowa DOT Materials I.M. 325G.
 - b) Determine the density for each specimen according to Iowa DOT Materials I.M. 321. Average the results to determine sample density.
 - c) Use the field quality control laboratory compaction for field density control.
 - d) The laboratory density for field control will be the bulk specific gravity of compacted mixture (G_{mb}) at N_{design} . Bulk specific gravity at N_{design} will be determined by compacting specimens to N_{max} and back calculating the bulk specific gravity at N_{design} . Determine the Theoretical Maximum Specific Gravity of the uncompacted mixture according to Iowa DOT Materials I.M. 350 or other test methods recognized by AASHTO or ASTM.
 - e) Determine laboratory air voids for each sample according to Iowa DOT Materials I.M. 501.
- 9) When liquid anti-strip additives are used, satisfy one of the following methods to regulate the quantity of additive:
 - a) Present certification that the equipment used to measure and blend the liquid anti-strip additive:
 - i. Meets the anti-strip supplier's recommended practice,
 - ii. Is directly tied to the asphalt binder supply system, and
 - iii. Has been calibrated to the equipment manufacturer's guidelines.
 - b) Test the binder to measure the quantity of liquid anti-strip additive in the binder for every 5,000 tons of HMA production. Obtain the Engineer's approval for the supplier's test method prior to use of the test.

- c) Run the test method in Iowa DOT Materials I.M. 319 during production. If unable to certify or test for the presence and quality, run the test method in Iowa DOT Materials I.M. 319 each 10,000 tons of production to measure the effectiveness of the additive. Ensure test results satisfy the minimum requirements of Iowa DOT Article 2303.02, E.

c. Production Control:

- 1) After the JMF is established, the combined aggregate furnished for the project, the quantity of asphalt binder, and the laboratory air voids should consistently comply with the JMF, as target values. Control them within the production tolerance given in Table 7020.05.

Table 7020.05 Production Tolerances

Measured Characteristic	Target Value (%)	Specifications Tolerance (%) ¹
Cold feed gradation No. 4 (4.75 mm) and larger sieves	by JMF	± 7.0
Cold feed gradation No. 8 (2.36 mm)	by JMF	± 5.0
Cold feed gradation No. 30 (600 µm)	by JMF	± 4.0
Cold feed gradation No. 200 (75 µm)	by JMF	± 2.0 ²
Daily asphalt binder content	by JMF	± 0.3
Field laboratory air voids - absolute deviation from target	0.0 ³	<1.0 ⁴

¹ Based on single test unless otherwise specified.

² Maintain the filler/bitumen ratio of the plant produced mixture between 0.6 and 1.4.

³ Unless otherwise specified.

⁴ Based on the moving average of four test values.

- 2) Control plant production so that the plant produced HMA mixture will meet mixture design criteria (within the test tolerances given in Table 7020.05) for Air Voids at N-design gyrations of the gyratory compactor. Monitor the slope of the gyratory compaction curve of plant produced material. Slope variations in excess of ±0.40 of the mixture design gyratory compaction curve slope may indicate potential problems with uniformity of the mixture.
- 3) The gyratory mix design gradation control points for the size mixture designated in the project plans will not apply to plant production control.
- 4) Strive for the target value of the percent air void and asphalt binder by adjusting gradation and asphalt binder content.
- 5) Produce a uniform composition mixture complying with the JMF.
- 6) Adjustments to the JMF target gradation and asphalt binder content values may be made.
- a) Determine from quality control testing that adjustments are necessary to achieve the specified properties.
- b) Consult with the Engineer regarding adjustments to the JMF.

- c) The Contractor's adjustment recommendations prevail, provided all specifications and established mix criteria are being met for plant production.
 - 7) Measure estimated film thickness and voids in the mineral aggregate (VMA) for specifications compliance every day of HMA production.
 - 8) Prepare quality control charts according to Iowa DOT Materials I.M. 511. Keep the charts current and available showing both individual sample results and moving average values. Base moving average values on four consecutive sample results. Moving averages may restart only in the event of a mandatory plant shutdown for failure to maintain the average within the production tolerance. Include the target value and specifications tolerances on control charts.
 - 9) Calculate laboratory voids for individual samples according to Iowa DOT Materials I.M. 501. Use the individual density and individual maximum specific gravity determined for each sample. To determine the moving average of laboratory voids, use the average of the last four individual sample laboratory voids.
 - 10) Monitor the test results and make mix adjustments, when appropriate, to keep the mixture near the target values. Notify the Engineer whenever the process approaches a specification tolerance limit. Cease operations when the moving average point for laboratory air voids is outside the specification tolerance limit. Assume responsibility to cease operations, including not incorporating material which has not been placed. Do not start the process again until notifying the Engineer of the corrective action proposed.
- B. Provide quality control for bid items with HMA quantities of 1,000 tons or less as follows:
- 1. Mix Design: Prepare the job mix formula. Prior to HMA production, obtain the Engineer's approval for the job mix formula. Comply with Iowa DOT Article 2303.02 and Iowa DOT Materials I.M. 510. Submit for approval.
 - 2. Plant Production: Use a current calibration of the HMA production plant for the job mix formula no more than 12 months old. Maintain an asphalt binder log to track when the binder was delivered. Identify the job mix formula on the HMA delivery ticket. Use certified asphalt binder and approved aggregate sources meeting the job mix formula. Monitor the quality control test results and make adjustments to keep the mixture near the target job mix formula values.
 - 3. Construction: Take density measurements of the compacted mixture. Use the field quality control laboratory compaction for field density control as specified in Section 7020, 3.04. The Engineer may accept the density of the compacted layer based on cores or density gauge. The Engineer may waive density measurement provided the compaction has been thorough and effective. Take density measurements of the compacted mixture no later than the next

- working day following placement and compaction. For small quantities, a lot is the entire quantity of each HMA mixture bid item. The quality index for density will not apply to small quantities.
4. Sampling and Testing: Material sampling and testing is for production quality control only. Acceptance of mixture is based on Contractor certification. Perform a minimum of one aggregate cold-feed and one loose HMA test per lot. Sampling and testing of loose HMA is only required for mechanically placed mixture. All sampling and testing procedures will follow the Iowa DOT Specifications and Materials I.M.s using certified technicians and qualified testing equipment. The Engineer may approve alternative sampling procedures, or may approve sampling of uncompacted mix and gradation if Contractor can provide plant reports for other recent projects(s) demonstrating the job mix formula has been produced according to the specifications. Take the sample between the first 100 to 200 tons of production. No split samples for agency correlation testing are required. Asphalt binder will be accepted based on the asphalt supplier's shipment certification. No binder sampling or testing is required. No material sampling or testing is required for daily HMA production of less than 100 tons on any project.
 5. Certification: Provide a certification for the production of any mixture in which the requirements in this section for small quantities or are applied. Place the test results and certification statement on the Iowa DOT Daily Plant Report. The Daily Plant Report for certified HMA may be submitted at the end of the project for all certified HMA quantities, or submitted at intervals for portions of the certified quantity. Use the following certification statement:
 - a. "The certified HMA was produced in compliance with the provisions of Section 7020, of the SUDAS Standard Specifications. The certified HMA was produced with certified asphalt binder and approved aggregates as specified in the approved mix design."

3.07 REMOVAL OF PAVEMENT

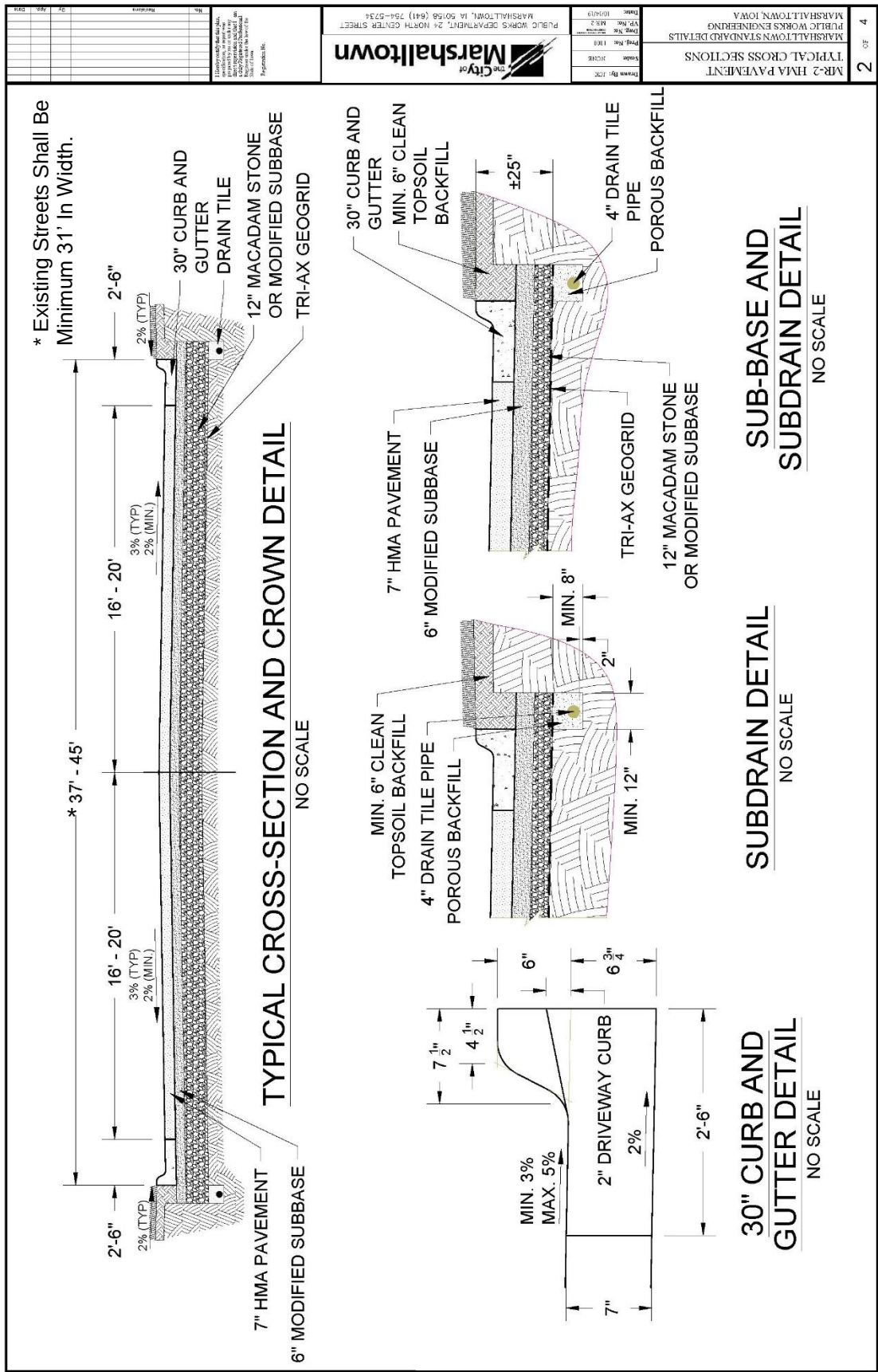
Comply with Section 7040.

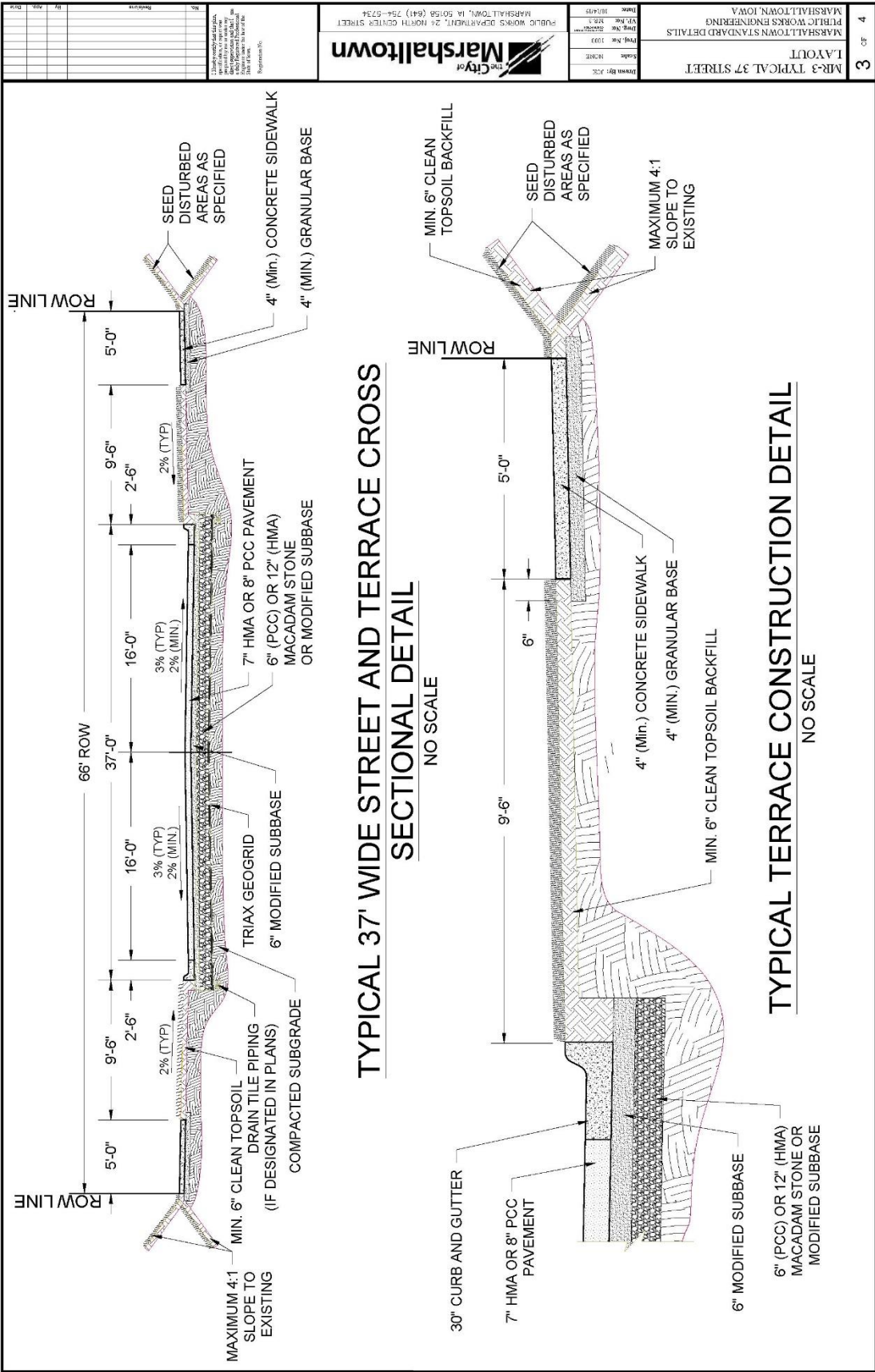
1.02 MARSHALLTOWN STANDARD DETAILS

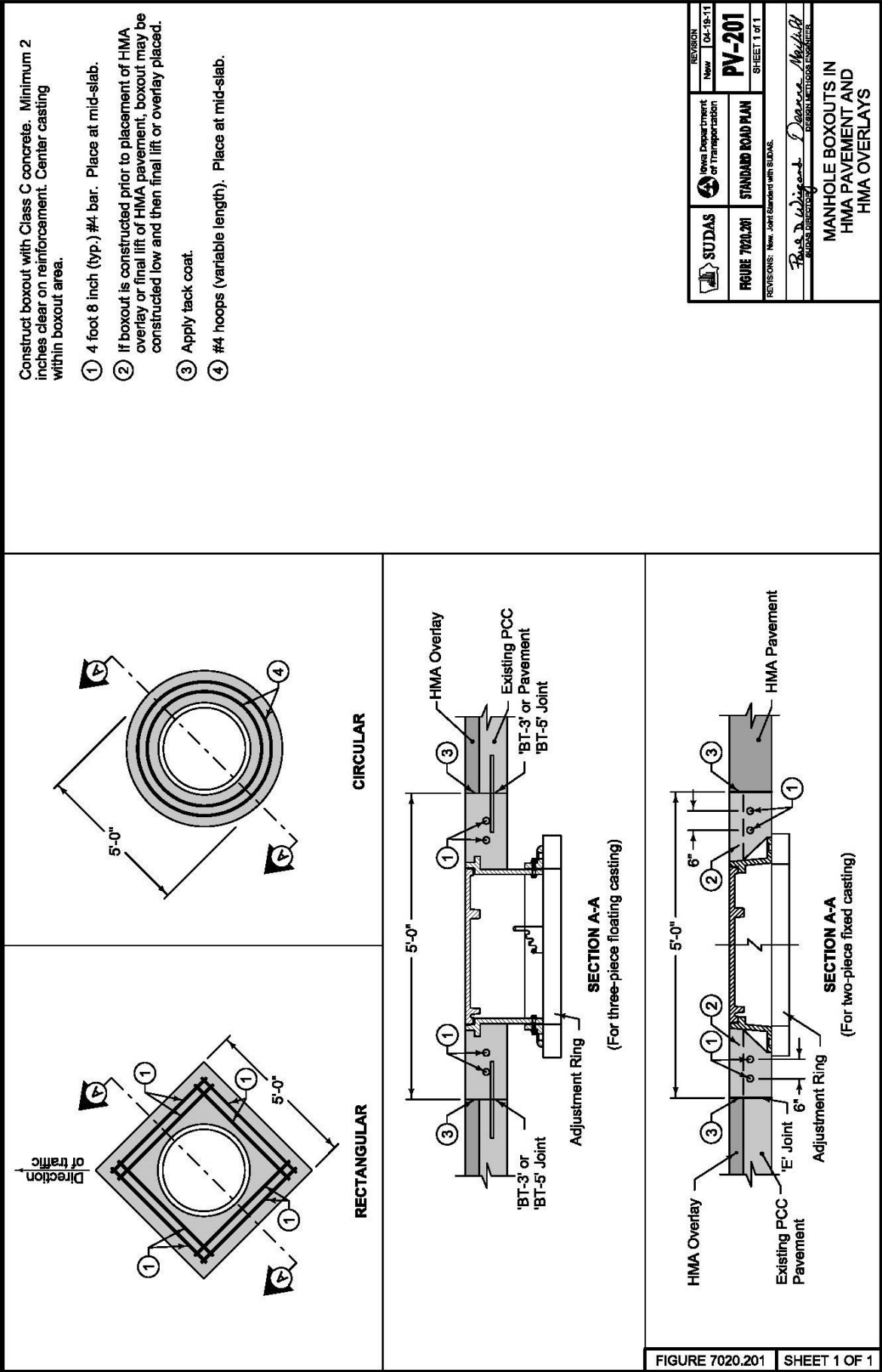
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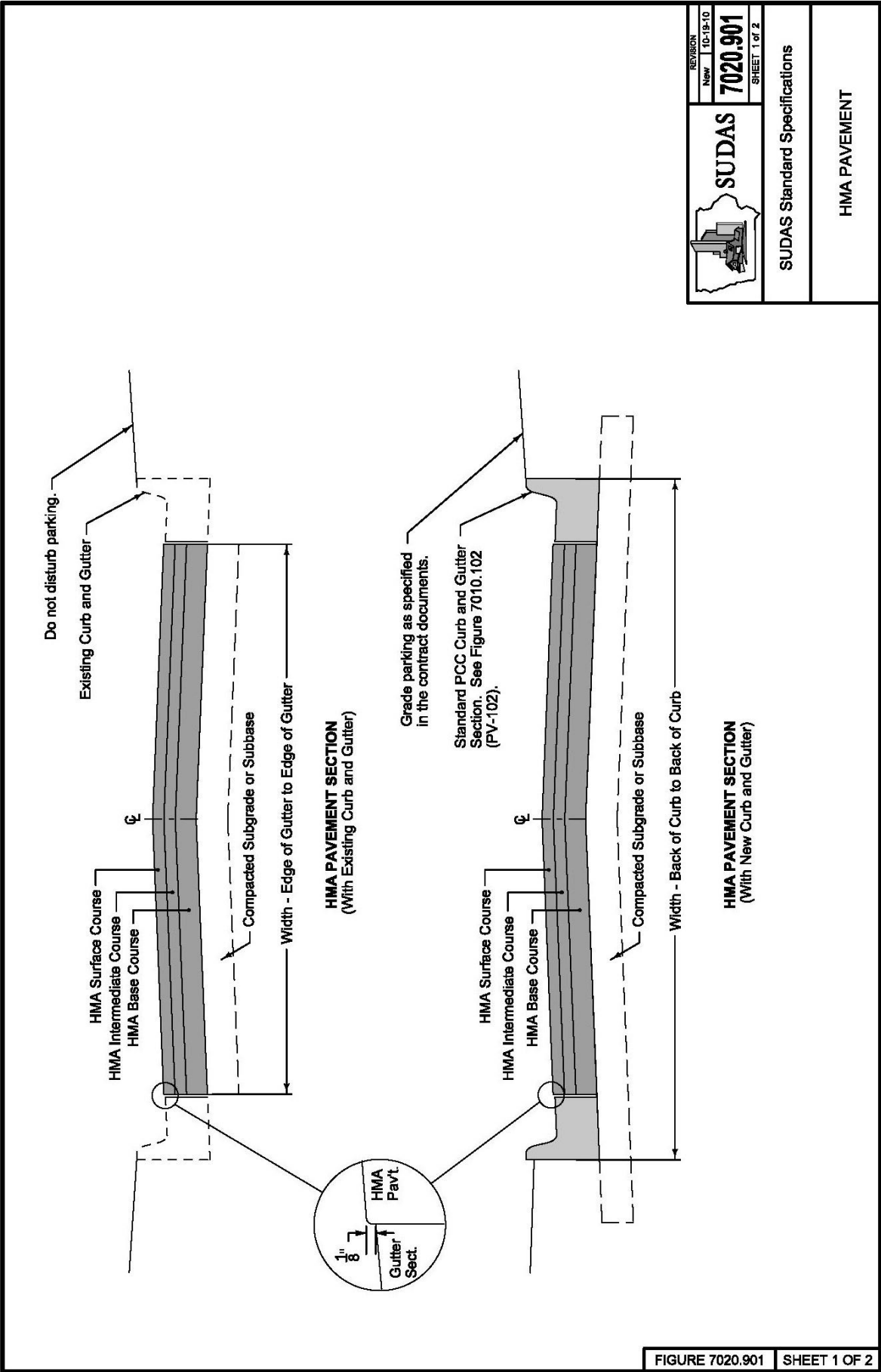
1. MR-2 HMA Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MR-6 Typical Street Intersection Detail

END OF SECTION









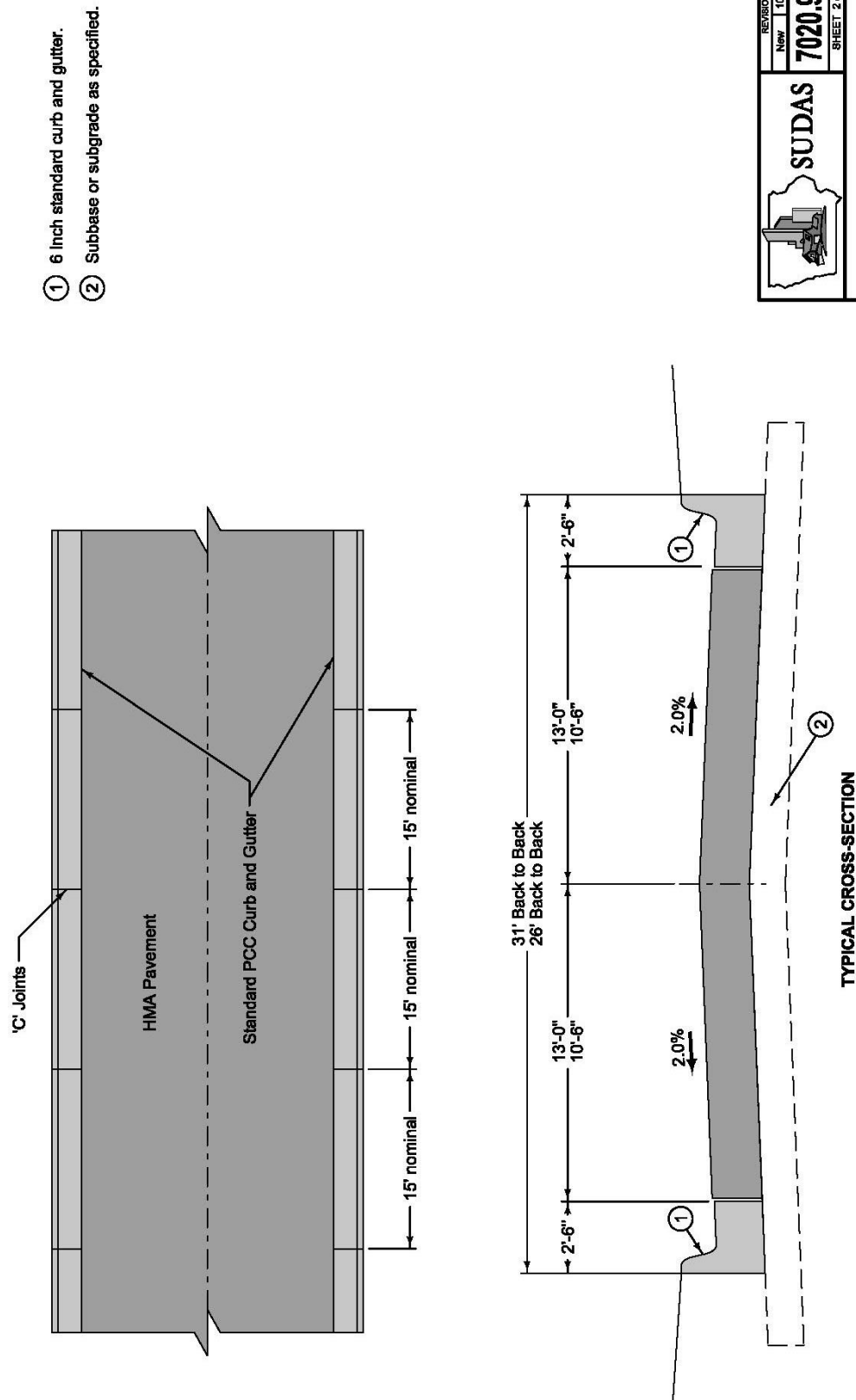


FIGURE 7020.901	SHEET 2 OF 2
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- ① HMA or composite mainline paving.
- ② Install 6 inch perforated CMP subdrain, if specified. Include rodent guard per Iowa DOT Materials I.M. 443.01.
- ③ Granular subbase, modified subbase, or ballast meeting railroad specifications.
- ④ 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.
- ⑤ Construct HMA approach according to full depth HMA patch requirements, or requirements for mainline paving if constructed with HMA mainline.
- ⑥ Refer to Figure 7030.205 for detectable warning location.

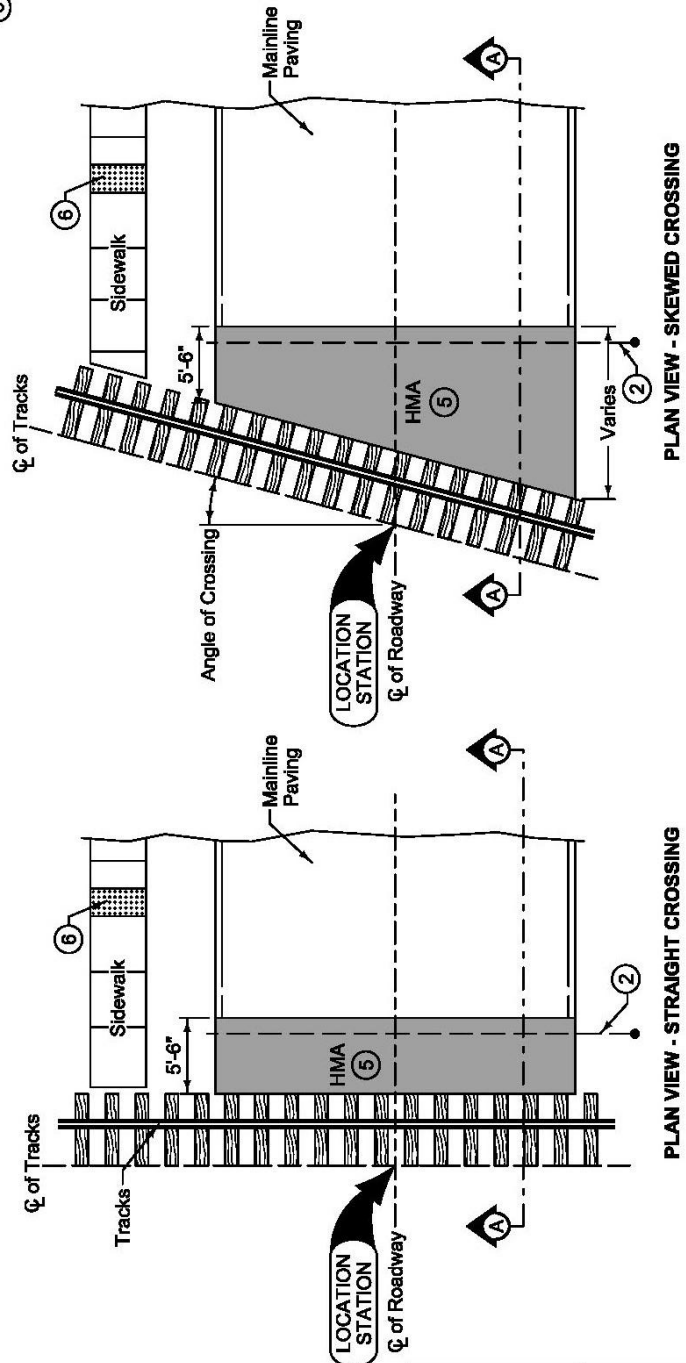
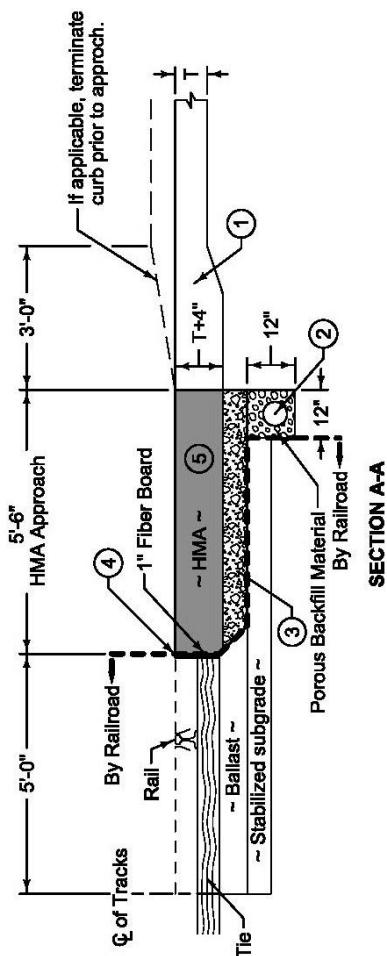
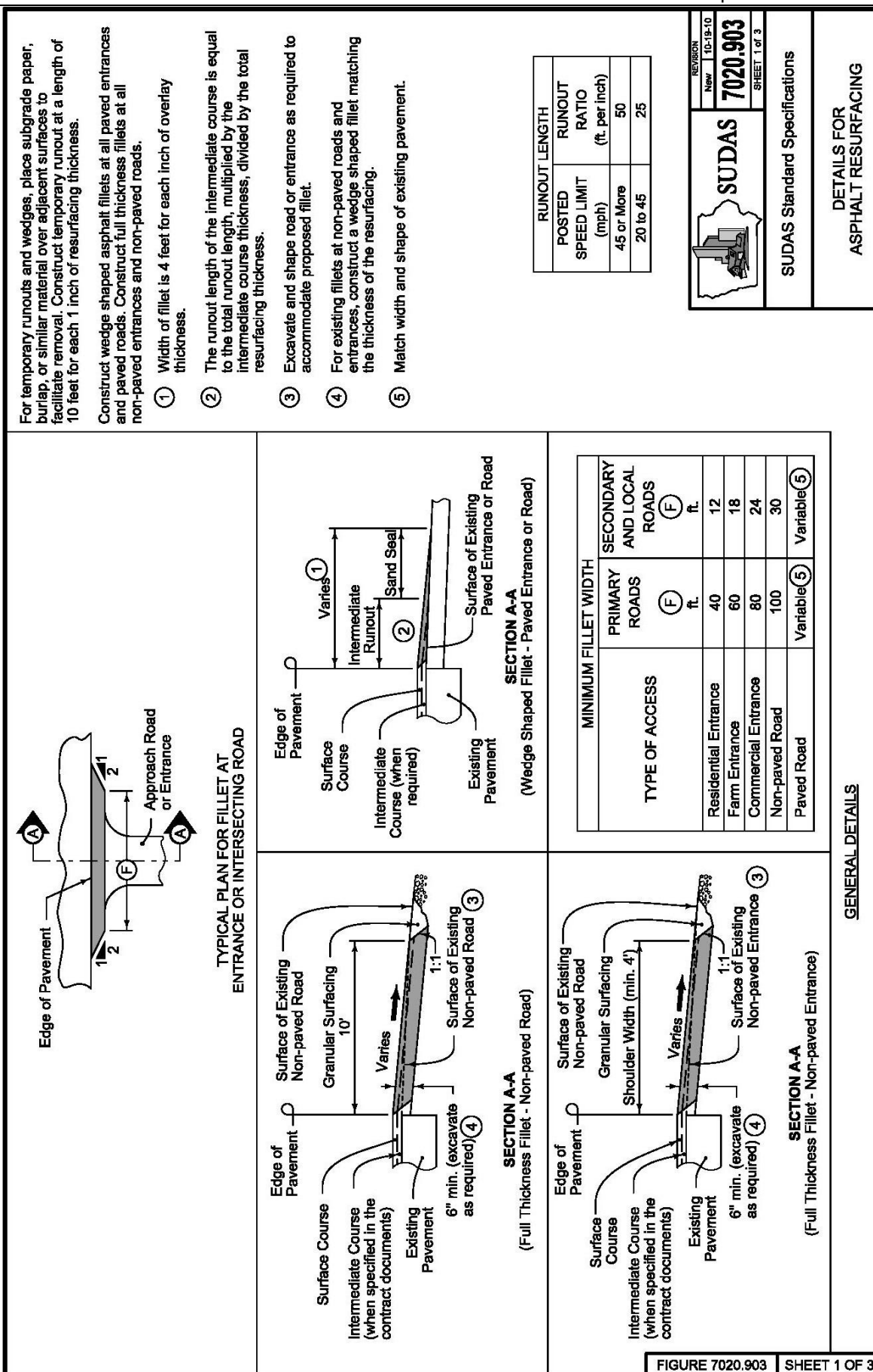


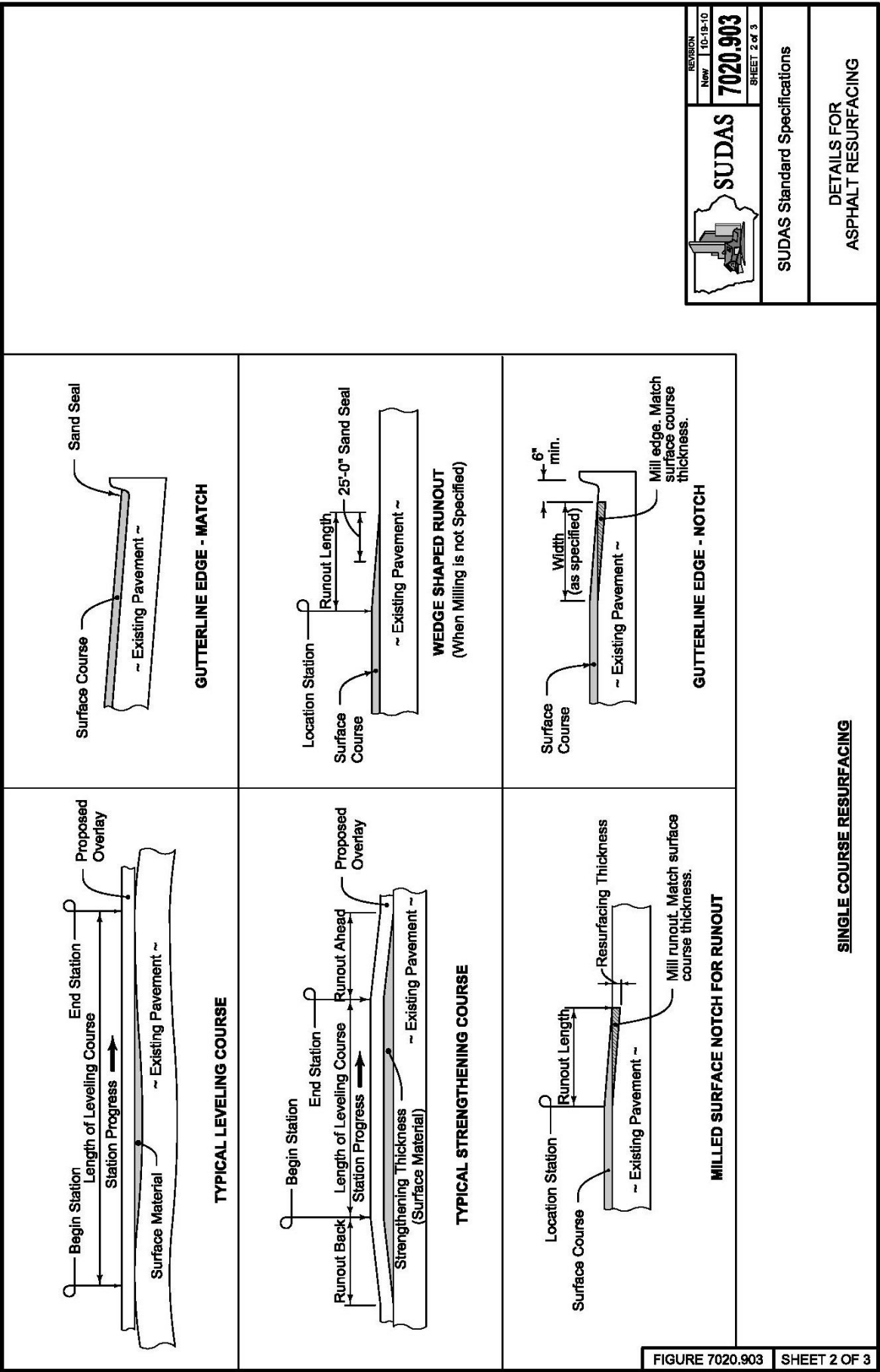
FIGURE 7020.902 SHEET 1 OF 1



SUDAS Standard Specifications

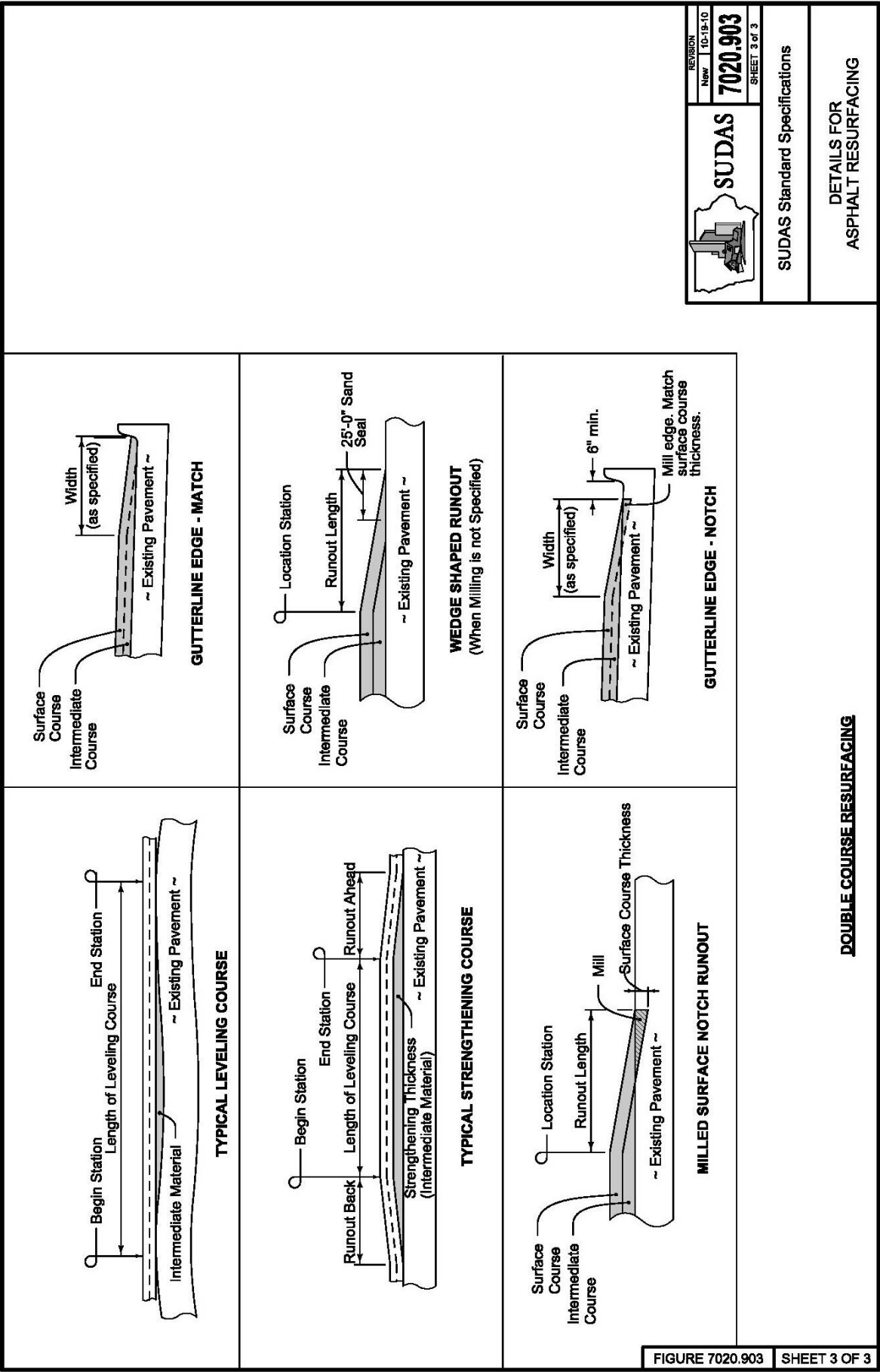
HMA RAILROAD
CROSSING APPROACH





SINGLE COURSE RESURFACING

FIGURE 7020.903 SHEET 2 OF 3



SUDAS

REVISION
New 10-19-10

7020.903

SHEET 3 of 3

SUDAS Standard Specifications

DETAILS FOR
ASPHALT RESURFACING

DOUBLE COURSE RESURFACING

SECTION 7021 - HOT MIX ASPHALT OVERLAYS

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

HMA Overlays

1.03 DESCRIPTION OF WORK

Includes the requirements for the construction of HMA overlay surface course placed upon an existing pavement.

1.02 SUBMITTALS

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions and Section 7020, 1.03.

1.03 SUBSTITUTIONS

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions.

1.04 DELIVERY, STORAGE, HANDLING, AND SALVAGING

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions and Section 7020, 1.05.

1.05 SCHEDULING AND CONFLICTS

Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as Section 7020, 1.06.

1.06 SPECIAL REQUIREMENTS

None.

1.07 MEASUREMENT AND PAYMENT

- A. Comply with Section 7020, 1.08, except as modified herein:
- B. HMA Overlay by Ton:
 - 1. Measurement: Measurement will be in tons of HMA overlay.
 - 2. Payment: Payment will be at the unit price per ton of HMA overlay.
 - 3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coats between layers, construction zone protection, and quality control.

C. HMA Overlay by Square Yards:

1. Measurement: Measurement will be in square yards for each different thickness of HMA overlay. 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 HMA overlay.
3. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coat, construction zone protection, and quality control.

PART 2 -PRODUCTS**2.01 HMA OVERLAY MATERIALS**

- A. Comply with Iowa DOT Section 2303, with the following exception:
- B. Follow the procedure outlined in Iowa DOT Materials I.M. 510 for HMA mixture designs, except replace Table 1 in Appendix A, HMA Mixture Design Criteria with the SUDAS HMA Mixture Design Criteria (Table 7020.01) (Tables 2 through 4 in Appendix A still apply).

2.02 WARM MIX ASPHALT MATERIALS

- A. If use of warm mix asphalt (WMA) is approved by the Jurisdiction, comply with Iowa DOT Section 2303.

2.03 RECYCLED ASPHALT MATERIALS

- A. When recycled asphalt materials (RAM) are used and they exceed 20% replacement of the total binder, the binder grades may need to be modified. Comply with Iowa DOT Materials I.M. 510.
- B. Recycled Asphalt Pavement: If use of recycled asphalt pavement (RAP) is approved by the Jurisdiction, comply with Iowa DOT Section 2303.
- C. Recycled Asphalt Shingles: If use of recycled asphalt shingles (RAS) is approved by the jurisdiction, comply with Iowa DOT Section 2303.

2.04 BINDER GRADES

- A. Conventional Overlays: Use the specified binder grade.
- B. HMA Interlayer: Use PG 58-34E meeting AASHTO T 321 with minimum 100,000 cycles to failure. Comply with Iowa DOT Materials I.M. 510A. Do not use RAP.
- C. High Performance Thin Lift: Use PG 58-34E+ meeting AASHTO T-324 with minimum 90% elastic recovery. Comply with Iowa DOT I.M. 510A. Do not use RAS.

2.05 HIGH PERFORMANCE THIN LIFT**A. Mix Design:**

Design Gyration	50
Design Voids Target (based on %Gmm)	≤ 2.0
Film Thickness	8.0 to 13.0
Aggregate Quality	A
Minimum crushed content	50%
FAA minimum	40
Minimum sand equivalency	50
VMA	16%
Friction Aggregate	Minimum 50% Type 4 or better

B. Replacement: Do not use more than 15% binder replacement. Do not use RAS.

C. Hamburg Testing: Compact to 3.5% air voids. No more than 8 mm rutting in first 8,000 passes.

D. Gradation:

Sieve Size	Minimum Percent Passing	Maximum Percent Passing
1 1/2"		
1"		
3/8"	91	100
No. 4		90
No. 8	27	63
No. 16		
No. 30		
No. 50		
No. 100		
No. 200	2	10

2.06 NOMINAL AGGREGATE SIZE FOR ASPHALT OVERLAYS

Nominal aggregate size dictates lift thickness. Minimum lift thickness should be at least 3 times the nominal maximum aggregate size to ensure aggregate can be aligned during compaction to achieve required density. Therefore, desired lift thickness can direct the decision on nominal aggregate size to use.

PART 3 -EXECUTION**3.01 HMA OVERLAY**

- A. Comply with Section 7020, Iowa DOT Section 2303, Section 7040, and the following:
- B. Preparation of Existing Pavement:
 - 1. Remove pavement by milling as required by the contract documents. Mill to the depth, cross-section, or profile specified.
 - 2. Sweep existing pavement with approved broom. Provide dust control during brooming.
 - 3. If milling is not required, correct irregularities in existing pavement cross slope with partial patching, full-depth patching, and leveling base coat prior to placing the overlay. Use base or intermediate course mixes to correct irregularities. Surface course thickness per plan.
- C. Special Requirements for Thin Lift Overlays and HMA Interlayer:
 - 1. Apply tack coat prior to placement of thin lift overlay and HMA interlayer. Comply with Section 7020.
 - 2. Compact with static steel wheel roller.

3.02 PROTECTION FROM TRAFFIC

Comply with Section 7020, 3.03.

3.03 DEFECTS OR DEFICIENCIES

Comply with Section 7020, 3.04.

3.04 PAVEMENT SMOOTHNESS

Comply with Section 7020, 3.05.

3.05 QUALITY CONTROL

- A. General: Comply with Section 7020, 3.06.
- B. Special Requirements for Thin Lift Overlays and HMA Interlayer:
 - 1. Complete field voids for Class II compaction as defined in Iowa DOT Section 2303.
 - 2. Sample and test from windrow or hopper. Apply Iowa DOT Article 2303.05, A, 3 for AAD acceptance. Air void target is based on approved JMF.
 - 3. Take at least one cold feed each day for gradation control.

3.06 REMOVAL OF PAVEMENT

Comply with Section 7040.

END OF SECTION

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.~~ miles, calculated to the nearest 0.1 mile, of main line pavement and shoulders on which cracks and joints were cleaned and sealed. Calculations will be based on the center line distance of main line, two-lane pavement, corrected for main line pavement of more than two lanes.
2. Payment: Payment will be made at the unit price per ~~linear foot~~ mile 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.

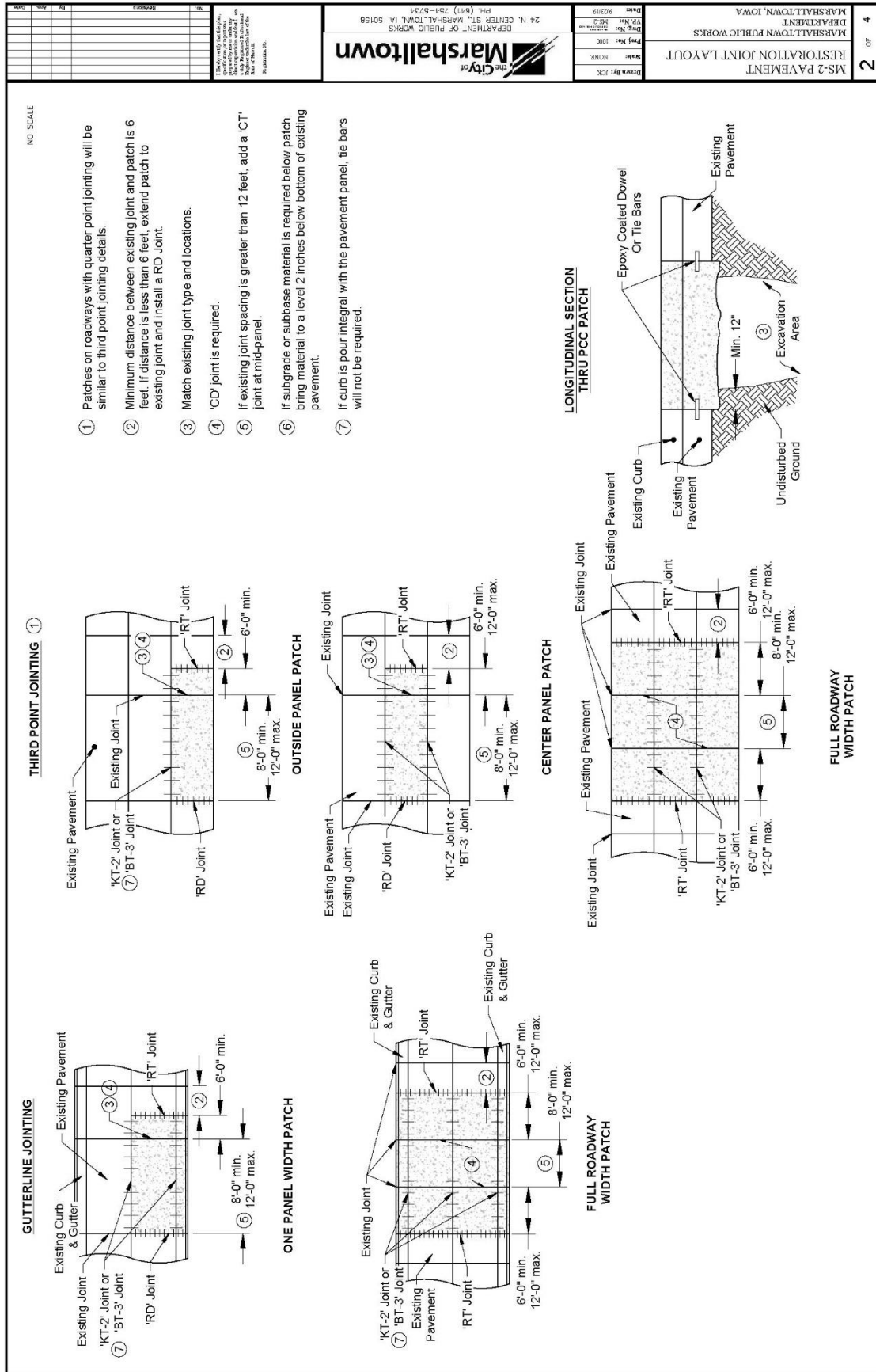
3.11 MARSHALLTOWN STANDARD DETAILS

- 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



NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①

SECTION A-A
(For two-piece fixed casting)

SECTION A-A ③
(For three-piece floating casting)

AT JOINT INTERSECTION

OFFSET AT JOINT INTERSECTION

SECTION A-A ③
(For three-piece floating casting)

CENTERLINE MANHOLE

OFFSET MANHOLE

SECTION A-A
(For two-piece fixed casting)

4

NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①

SECTION A-A
(For two-piece fixed casting)

SECTION A-A ③
(For three-piece floating casting)

AT JOINT INTERSECTION

OFFSET AT JOINT INTERSECTION

SECTION A-A ③
(For three-piece floating casting)

CENTERLINE MANHOLE

OFFSET MANHOLE

SECTION A-A
(For two-piece fixed casting)

4

NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①

SECTION A-A
(For two-piece fixed casting)

SECTION A-A ③
(For three-piece floating casting)

AT JOINT INTERSECTION

OFFSET AT JOINT INTERSECTION

SECTION A-A ③
(For three-piece floating casting)

CENTERLINE MANHOLE

OFFSET MANHOLE

SECTION A-A
(For two-piece fixed casting)

4

NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①

SECTION A-A
(For two-piece fixed casting)

SECTION A-A ③
(For three-piece floating casting)

AT JOINT INTERSECTION

OFFSET AT JOINT INTERSECTION

SECTION A-A ③
(For three-piece floating casting)

CENTERLINE MANHOLE

OFFSET MANHOLE

SECTION A-A
(For two-piece fixed casting)

4

NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①

SECTION A-A
(For two-piece fixed casting)

SECTION A-A ③
(For three-piece floating casting)

AT JOINT INTERSECTION

OFFSET AT JOINT INTERSECTION

SECTION A-A ③
(For three-piece floating casting)

CENTERLINE MANHOLE

OFFSET MANHOLE

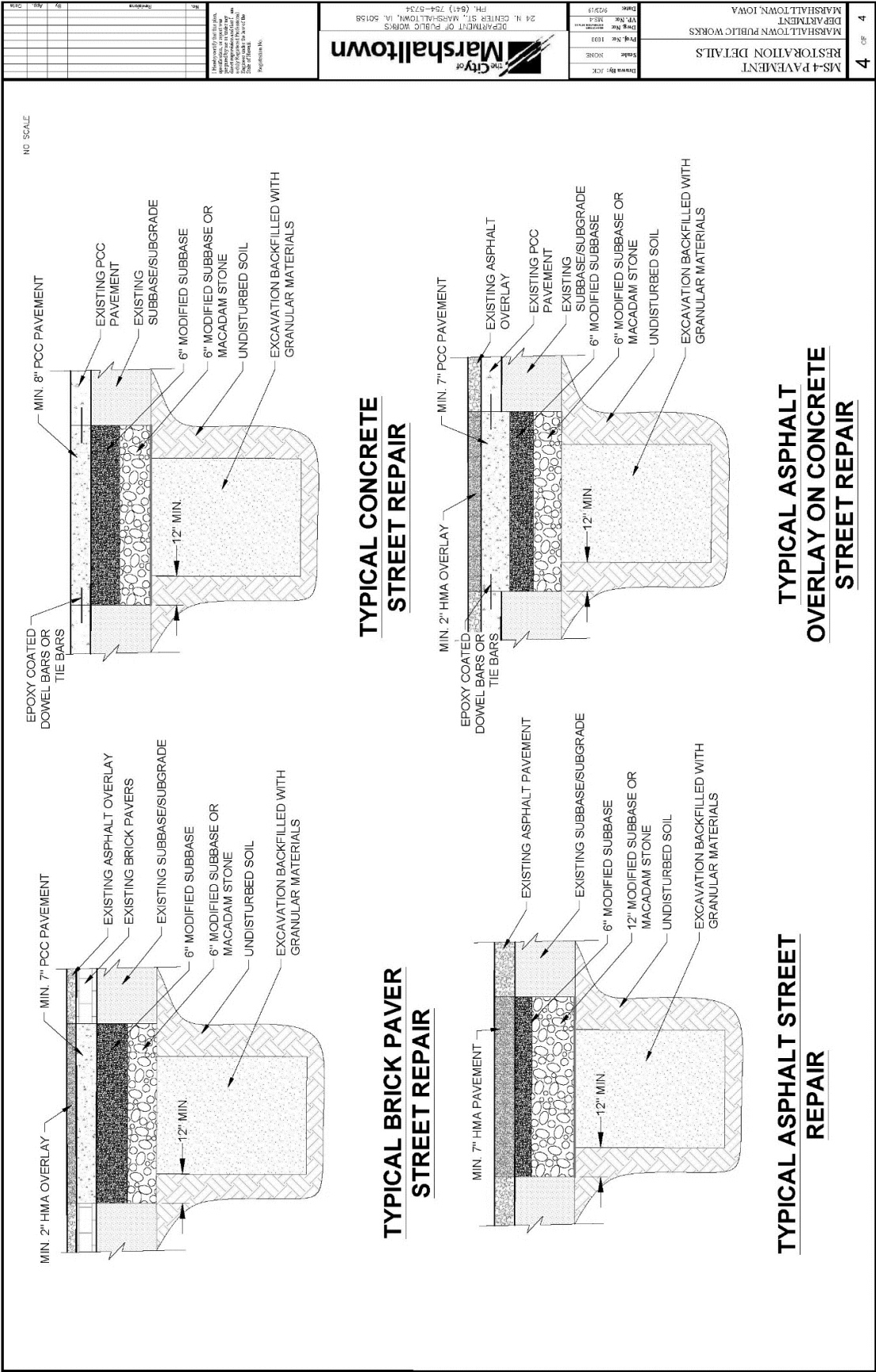
SECTION A-A
(For two-piece fixed casting)

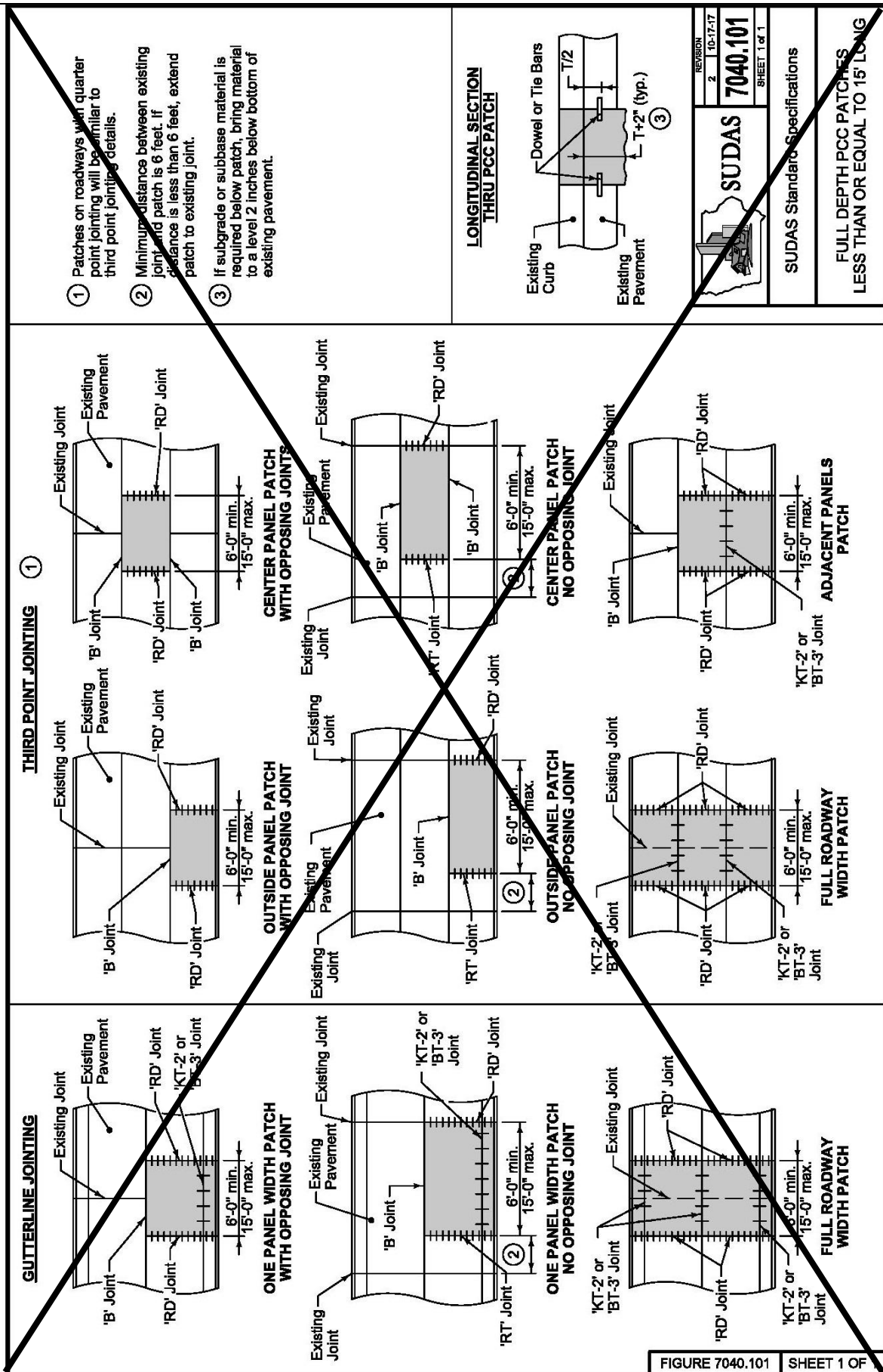
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NO SCALE

GUTTERLINE JOINTING ①

THIRD POINT JOINTING ①





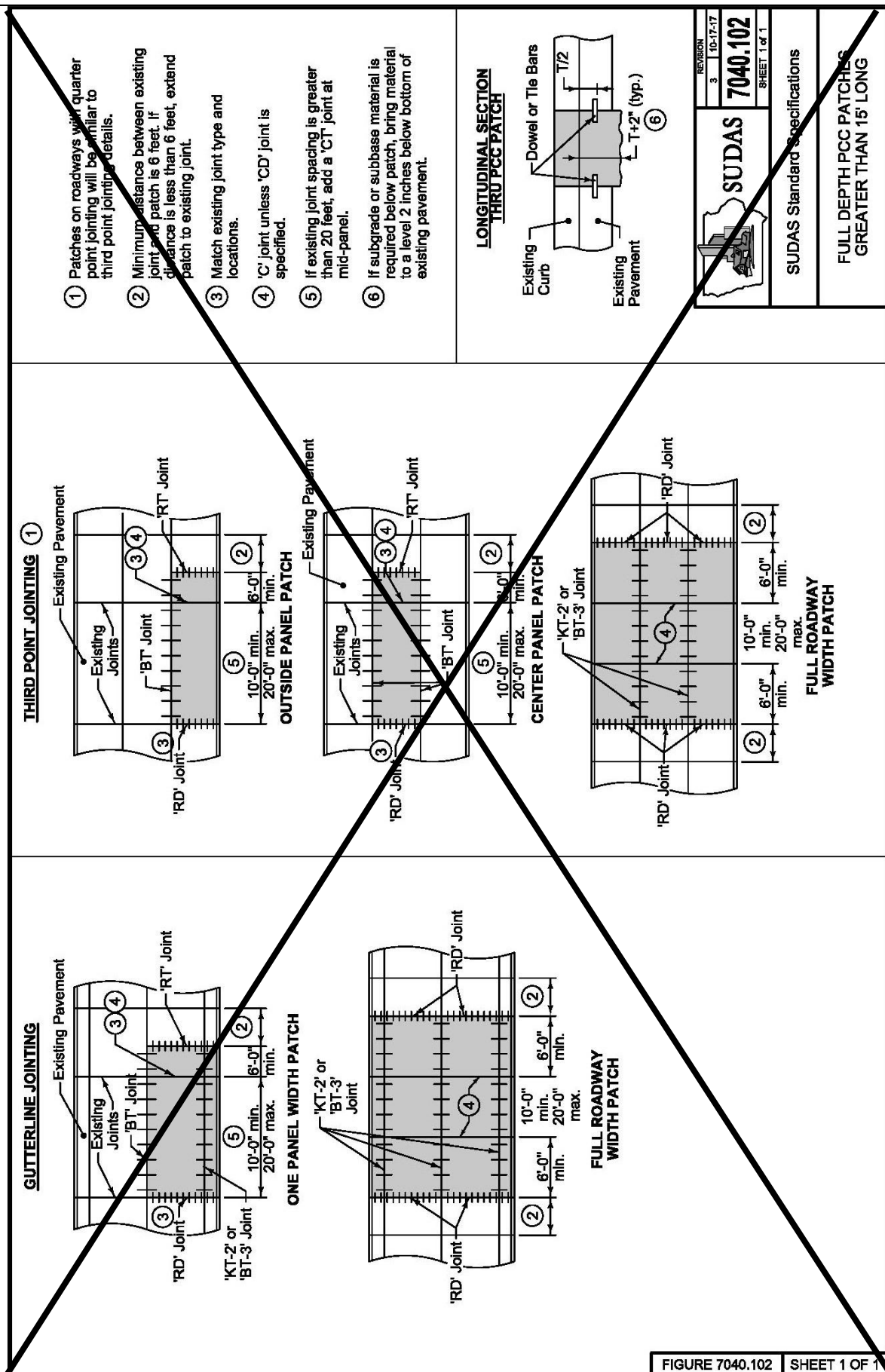
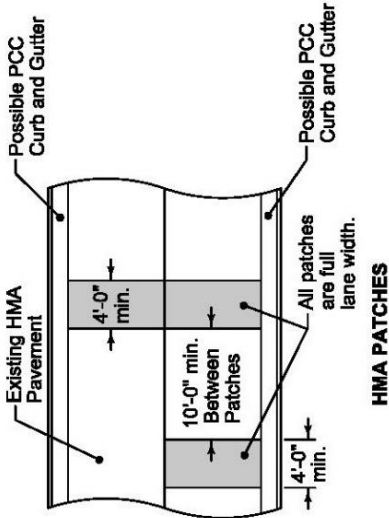
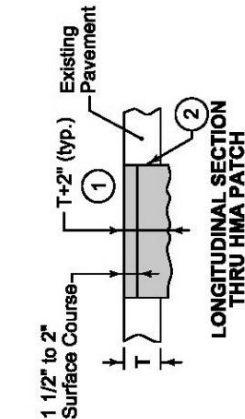


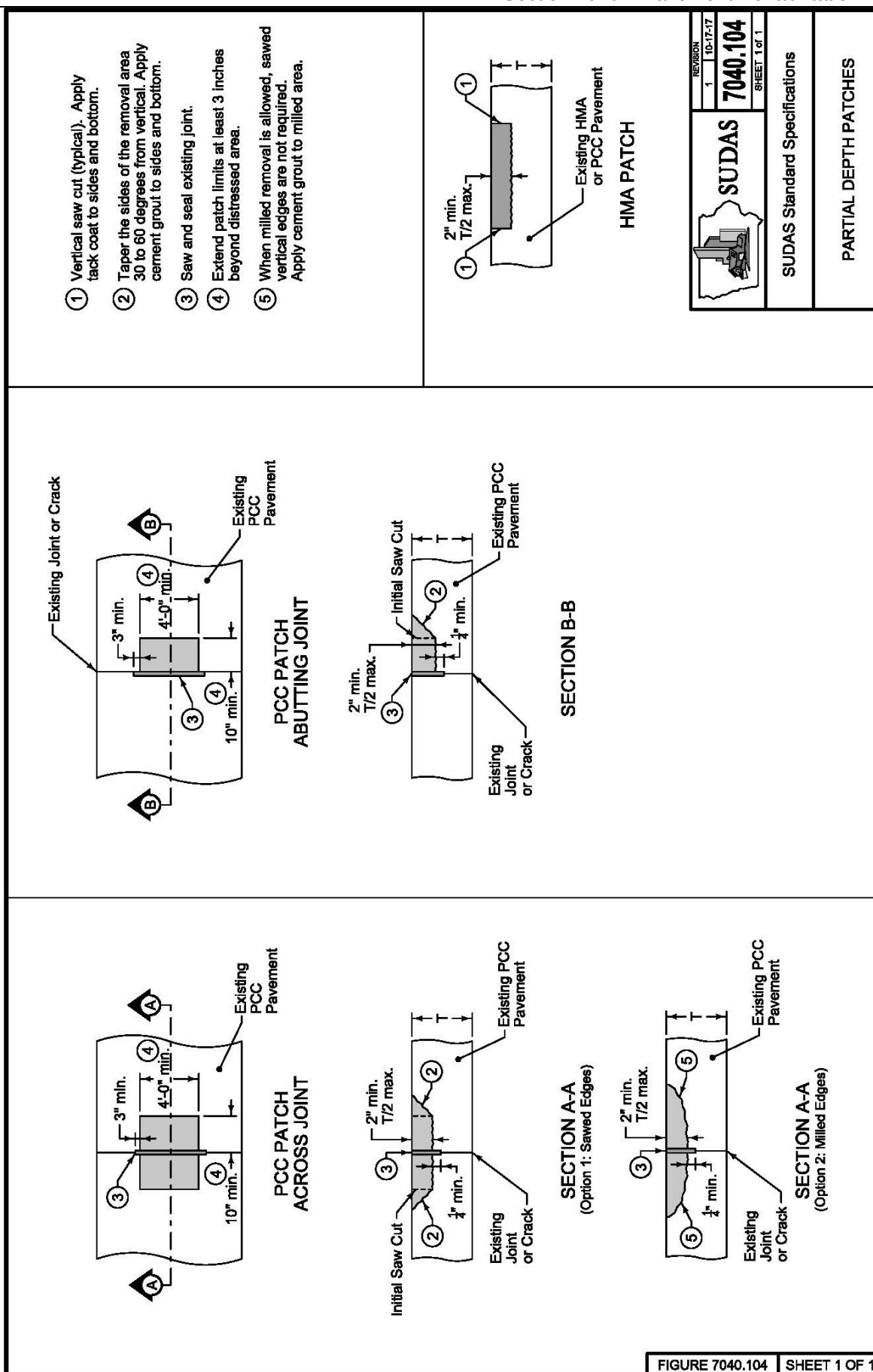
FIGURE 7040.102 SHEET 1 OF 1

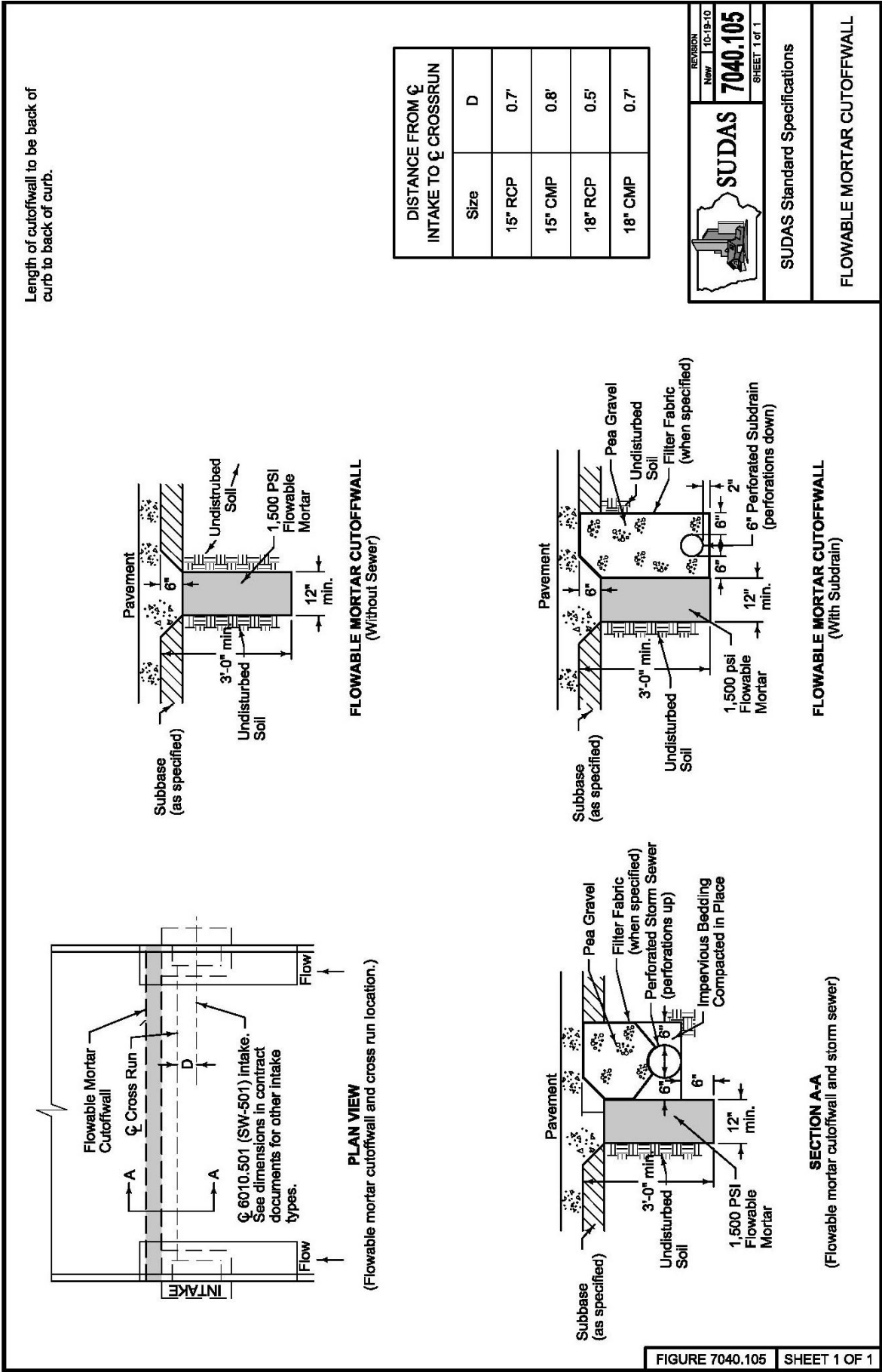
- ① If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- ② When removing pavement, saw to full depth or 10 inches, whichever is less.

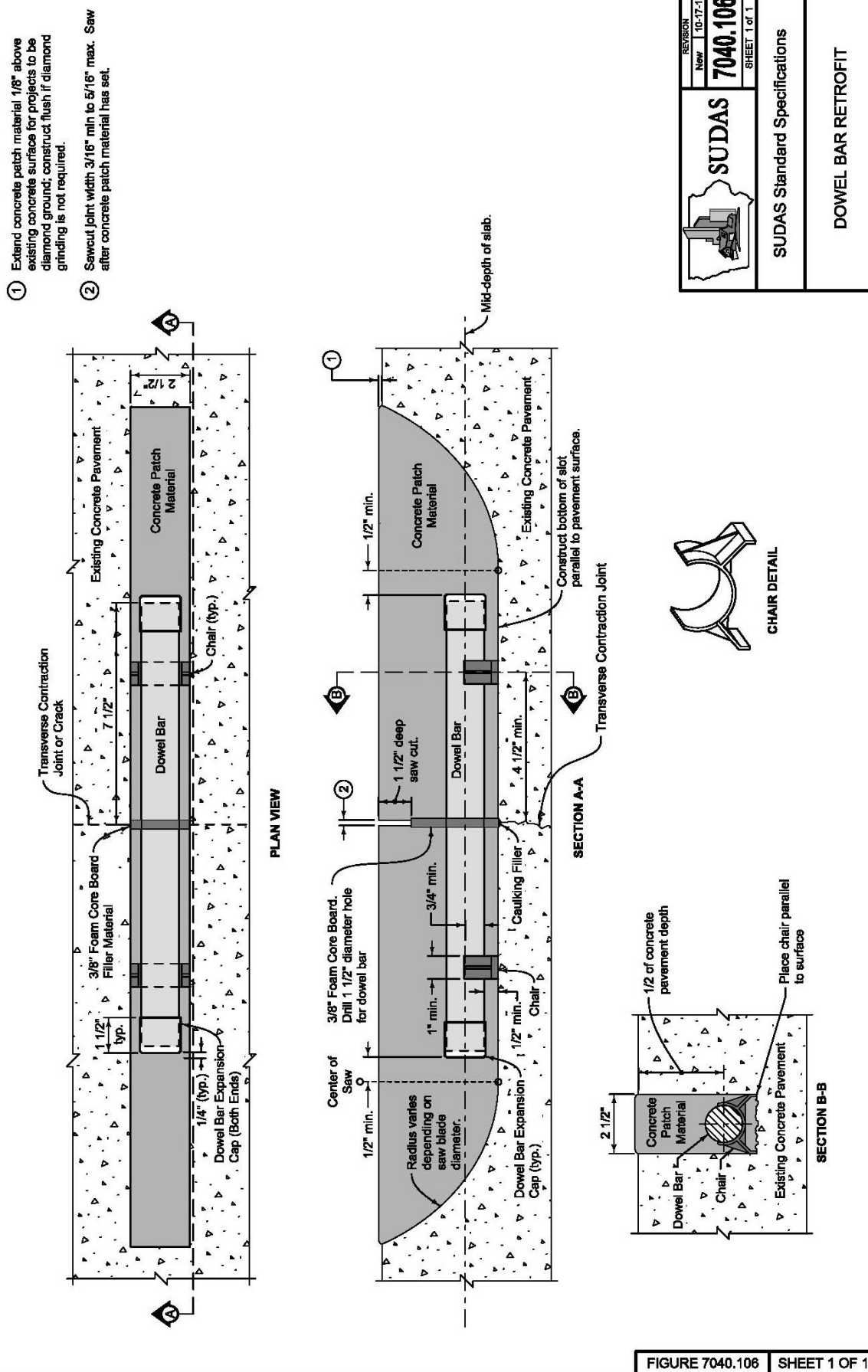


	REVISION	2	10-17-17
	7040.103		
	SHEET 1 of 1		
SUDAS Standard Specifications			
FULL DEPTH HMA PATCHES			

FIGURE 7040.103 SHEET 1 OF 1







SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

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

Emulsified Asphalt Slurry Seal

1.02 DESCRIPTION OF WORK

- A. Includes the requirements for surface treatment of an existing pavement with an application of an emulsified asphalt slurry seal. In addition, the work may involve the following items:
- B. Slurry Leveling: Use fine slurry mixtures to fill shallow depressions in the pavement and over cracks.
- C. Strip Slurry Treatment: Applications of fine or coarse slurry mixtures as specified in the contract documents

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

- A. Comply with Division 1 - ~~General Provisions and Covenants~~ General Conditions and Supplementary Conditions, as well as the following:
- B. Keep the various aggregate products separate, and make adequate provisions to prevent intermingling. Handle stockpiling and processing in a manner that will ensure uniform incorporation of the aggregate into the mix.

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. Emulsified Asphalt Slurry Seal by Area:

1. Measurement: Measurement will be in square yards for emulsified asphalt slurry seal.
2. Payment: Payment will be at the unit price per square yard of emulsified asphalt slurry seal.
3. Includes: Unit price includes, but is not limited to, surface preparation and furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts.

B. Emulsified Asphalt Slurry Seal by Units:

1. Aggregate:
 - a. Measurement: Measurement will be in tons of aggregate.
 - b. Payment: Payment will be at the unit price per ton.
 - c. Includes: Unit price includes, but is not limited to, surface preparation and furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts.
2. Asphalt Emulsion:
 - a. Measurement: Measurement will be in gallons of asphalt emulsion furnished and incorporated, including street surface, fillets, and turnouts.
 - b. Payment: Payment will be at the unit price per gallon of asphalt emulsion furnished and incorporated.
 - c. Includes: Unit price includes, but is not limited to, surface preparation and furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Asphalt Emulsion: Use a Grade CSS-1H (AASHTO M 208) or SS-1H (AASHTO M 140) emulsified asphalt meeting the requirements of Iowa DOT Section 4140.
- B. Aggregate:
 1. Mineral aggregate consisting of natural or manufactured sand, slag, crusher fines, and others, or a combination thereof.
 2. Smooth-textured sand not exceeding 50% of the total combined aggregate.
 3. Clean and free from vegetable matter and other deleterious substances.
 4. When tested according to AASHTO 96, shows a loss of no more than 40.
 5. When specified, use crushed aggregates meeting the requirements of Iowa DOT Section 4124
 6. Mineral fillers such as Portland cement, limestone dust, fly ash, and others are considered part of the blended aggregate; use in minimum required

amounts. Only use fillers if needed to improve the workability of the mix or gradation of the aggregate.

- C. Mixture Gradation: Use composite aggregate, excluding mineral filler that complies with the following gradation limits for the specified slurry mixture required:
 - 1. Fine Slurry Mixture: Use aggregate meeting the requirements of Iowa DOT Article 4109.02, Gradation No. 22 of the Aggregate Gradation Table.
 - 2. Coarse Slurry Mixture: Use aggregate meeting the requirements of Iowa DOT Article 4109.02, Gradation No. 23 of the Aggregate Gradation Table.
- D. Water: Use water that is potable and free of harmful soluble salts in the slurry mixture.

2.02 COMPOSITION OF THE SLURRY MIX

- A. Blend the amount of asphalt emulsion with the aggregate as specified in the contract documents and as adjusted in the field.
- B. A minimum amount of water may be added as necessary to obtain a fluid and homogeneous mixture. Mix until the consistency is such that it “rolls” in the spreader box in a continuous mass.
- C. Slurry that segregates in the spreader box, so that flowing of liquids (water and emulsion) is evident, is not acceptable.
- D. Provide the Engineer with a copy of the certified gradations of aggregate proposed for use.
- E. Asphalt Binder Content:
 - 1. Estimated Asphalt Residue Content: 7% to 14% of the dry weight of the aggregate.
 - 2. Mixture Design Film Thickness: 7.5 microns (target value) with a ± 0.75 microns permissible range.
- F. Handling and Sampling Slurry Materials:
 - 1. Stockpiling of Aggregate:
 - a. Take precautions to prevent stockpile contamination with oversized rock, clay, silt, or moisture in excess of which would interfere with the amount of asphalt emulsion required in producing the desired homogeneous slurry mixture.
 - b. Place the stockpile in a well-drained area. Do not allow the aggregate to become segregated.
 - c. Control the moisture in the aggregate to be within $\pm 1.5\%$ of the moisture content of the aggregate at the time of calibration.
 - 2. Storage:
 - a. Provide suitable storage facilities for the asphalt emulsion. Use a container equipped to prevent water from entering the emulsion.

- b. Provide suitable and adequate heat to prevent freezing and to facilitate handling of the asphalt emulsion.
- 3. Sampling: Furnish samples of materials during the process of the work as directed by the Engineer.

2.03 MIX DESIGN

A. General: Develop the mix design for the slurry mixture using the services of an independent testing laboratory that is certified by the International Slurry Surfacing Association (ISSA). Verify the functioning of the set regulating additives and present certified test results for the Engineer's approval prior to the work commencing. The Engineer will verify the laboratory tests required in ISSA A105 have been conducted.

B. Proportions: Meet following limits.

Mineral Aggregate, dry weight lb/sq yd	15 to 25
Emulsified Asphalt Residue, % by weight of aggregate	7.5 to 13.5%
Latex Base Modifier (if required)	As required with % by weight of binder, min. of 5.0
Mix Set Additive	As required
Mineral Filler, % by weight of aggregate	0.5 to 2.0% depending on weather conditions

C. Compatibility: Verify the compatibility of the aggregate, emulsified asphalt, mineral filler, and other additives with the mix design. Meet the following requirements for ISSA A105:

ISSA Test No.	Description	Specifications
ISSA TB-139	Wet Cohesion	12 kg-cm min.
	@ 30 minutes min. (set)	20 kg-cm min. or Near Spin min.
	@ 60 minutes min. (traffic)	
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 gm/sq ft max.
ISSA TB-114	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak	75 gm/sq ft max.
ISSA TB-113	Mix Time @ 77°F	Controllable to 180 seconds, min.
ISSA TB 106	Consistency	0.79-1.18 inches
ISSA TB 113	Mix Time at 77°F	Controllable to 180 seconds, min.

C. Check the mixing test and set time test at the highest temperatures expected during construction.

D. Submittal: In the mix design, report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). Clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and asphalt emulsion based on the dry weight of the aggregate. For the aggregate blend in the mix design, provide the test results for

AASHTO T 176 with the mix information to the Engineer. The Engineer's review and approval will be required for aggregate test values below 45.

- E. Approval: Show the percentages of each individual material required in the laboratory report. Obtain approval from the Engineer for the mix design prior to its use. After approval, substitutions will not be allowed unless approved by the Engineer. Maintain continuous control of the emulsified asphalt to dry aggregate proportioning to conform to the approved mix design within a tolerance of ± 2 gal/ton.

PART 3 - EXECUTION

3.01 EQUIPMENT

A. Slurry Mixing Equipment:

1. Use a continuous flow mixing unit capable of accurately delivering a predetermined proportion of aggregate, water, control additives, and asphalt emulsion to the mixing chamber, and discharging the thoroughly mixed product on a continuous basis.
2. Pre-wet the aggregate immediately prior to mixing with the emulsion. Use a pugmill capable of thoroughly blending all ingredients together.
3. When required, use a mixing machine equipped with an approved fines feeder that provides an accurate metering device, or method, to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed.
4. Use an aggregate feed to the mixer equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.
5. Use a positive displacement type emulsion pump equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.
6. For adding water to the mixer, use a pump equipped with a valve to establish the required water flow.
7. Mechanically tie all controls to ensure accurate proportioning of all materials at all times, including starts and stops. On some machines, this can be a simultaneous start and stop of all materials. On other machines, depending on where the materials are introduced into the mixing chamber, the feeds must be properly synchronized.
8. Use a one-lever or one-button operation with no means for the operator to adjust the mix proportions, except for the water.
9. Use revolution counters that count 0.1 revolutions on mechanisms that turn less than 100 rpm.

10. Attach a metering device to the slurry machine for the addition of additive to the mixture or any component material. Use a device that has positive, quick-acting controls, is easily calibrated, and maintains accurate and uniform flow.
11. Provide a means for calibrating the mixer. Calibrate and properly mark the controls for proportioning each material to be added to the mix. Use equipment with controls placed so they are readily accessible for calibration and so the Engineer may determine the amount of each material being used at any time. A minimum of three aggregate gate settings will be required for calibration and, if changes in emulsion delivery are necessary, a minimum of three pump changes will be required.
12. Use a mixing machine that:
 - a. Is equipped with a water pressure system and fog type spray bar adequate for complete fogging of the surface preceding spreading equipment,
 - b. Is controllable to an application range of 0.05 gallon per square yard, and
 - c. Provides sufficient machine storage capacity to properly mix and apply a minimum of 5 tons of the slurry, except when the mixing machine is operated in a continuous manner and is supplied by separate nurse type equipment.

B. Slurry Spreading Equipment:

1. Full Width, Slurry Wedge, Strip Slurry Treatment:
 - a. Use a mixer machine with an attached mechanical type squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry from the distributor. Maintain the squeegee to prevent loss of slurry on varying grades and crown. Include a steering device and a flexible strike off.
 - b. Use a spreader box capable of placing the slurry mixture to the width specified in the contract documents. Use a spreader box equipped with vertical adjustment devices attached to horizontal support devices (such as runners) located a minimum of 6 inches inside both ends at the side of the box. This is to ensure uniform distribution on varying grades and crowns. Use vertical adjustment devices of sufficient weight (mass) to keep the horizontal support devices in contact with the roadway surface during operation. Use flexible strike off material of sufficient stiffness to produce the desired texture and rate of application.
 - c. Keep the spreader box clean. Do not allow buildup of asphalt and aggregate on the box.
2. Slurry Leveling: Use metal lutes of varying widths for spreading the slurry mixture in the depressed areas. Ensure the face of each lute is indented (arched) slightly (1/8 inch to 3/16 inch) to aid in controlling the spread.

- C. Cleaning Equipment: Use power brooms, power blowers, air compressors, water flushing equipment, or hand brooms for cleaning the surface and cracks.
- D. Auxiliary Equipment: Furnish hand squeegees, shovels, and other equipment as necessary to perform the work.
- E. Screening Unit: Use a screening unit to remove objectionable oversize and foreign material that may be encountered. Screen material before loading the slurry machine and/or weighing for payment.

3.02 SURFACE PREPARATION

- A. If specified, complete pavement patches and joint or crack filling per Section 7040.
- B. Immediately prior to applying the slurry, clean the surface of all loose material, mud spots, vegetation, and other objectionable material.
- C. Any standard cleaning method used to clean pavements such as power brooms, compressed air, high-pressure water, and hand tools will be acceptable, except water flushing will not be allowed in areas where considerable cracks are present in the pavement surface. The surface preparation is subject to approval of the Engineer prior to placement of the slurry material.
- D. Use a suitable covering to protect the items below from being soiled by bitumen. Leave the protective covering in place until the bitumen has set.
 - 1. Pavements adjacent to the beginning and end of placement.
 - 2. Manholes and Utility accesses.
 - 3. Intakes.
 - 4. Water and gas valves.
 - 5. Railroad flange ways.
 - 6. Other installations requiring protection.

3.03 APPLYING SLURRY MATERIAL

- A. When directed by the Engineer, fog the surface of the pavement with water immediately preceding the pass of the spreader. Apply the water fog at such a rate that the entire surface is damp (approximately 0.05 gallon per square yard) with no apparent flowing water in front of the slurry box.
- B. Ensure the slurry mixture is of the desired consistency such that it "rolls" in the spreader in a continuous mass prior to deposit on the surface. Do not exceed 4 minutes for the total time of mixing.
- C. Ensure a sufficient amount of slurry is carried in all parts of the spreader at all times so complete coverage is obtained. Avoid overloading of the spreader. Apply the slurry seal at a rate of 10 to 18 pounds per square yard for fine aggregate and 15 to 22 pounds per square yard for coarse aggregate or as specified in the contract documents. Spread the paving mixture to fill minor cracks and shallow potholes and leave a uniform surface. Verify the application rate from daily readings taken from the proportioning devices during the progress of the work.

- D. No lumping, balling, or unmixed aggregate is allowed. No segregation of the emulsion and aggregate fines from the coarse aggregate is allowed. If the coarse aggregate settles to the bottom of the mix, remove the slurry from the pavement.
- E. Avoid buildup on longitudinal or transverse joints.
- F. Apply a burlap drag to the surface when specified in the contract documents.
- G. Apply strip slurry treatment parallel to the centerline, edge line, or other reference using a guide extending at least 3 feet ahead of the application equipment.
- H. A mechanical device, such as an auger, may be used to distribute the slurry in the spreader box. The use of a mechanical device in the slurry distribution box for strip slurry treatment and slurry wedge application will generally not be required.
- I. Ensure the finished product is uniform in color and composition. Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inch long, or 1 inch wide and 3 inches long, in any 30 square yard area. No transverse ripples or longitudinal streaks of 0.25 inch in depth will be allowed, when measured by placing a 10 feet straightedge over the surface.
- J. Ensure the slurry seal possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. Ensure the mixture is homogeneous during and following mixing and spreading. It must be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the laydown box while placing slurry seal material.
- K. Provide a smooth, neat seam where two passes meet. Immediately remove excess material from the ends of each run. Repair any damage to, or irregularities in, the slurry seal, as directed by the Engineer. Make all repairs with a paver box, except areas designated as hand work areas.
- L. Those areas inaccessible to the spreader box and approved by the Engineer may be designated as hand work areas. Use approved squeegees to spread slurry in areas inaccessible to the slurry machine. Adjustments to the additive will be allowed to provide a slower setting time when hand spreading is needed. If hand spreading is necessary, pour the mixture in a small windrow along one edge of the surface to be covered and then spread uniformly by a hand squeegee or lute. Ensure hand work areas have an appearance consistent with the areas placed with a spreader box.
- M. Remove the slurry seal mix from all areas, such as manholes, gutters, and intersections, as directed by the Engineer. On a daily basis, remove any debris associated with the performance of the work.
- N. Check the yield of the application after the first 1,000 feet and throughout each day's paving, with a minimum of three tests per day. Furnish the yield check results to the Engineer daily.

- O. Submit a daily “run sheet” for each day’s work as soon as all the data is available. On the run sheet, provide a breakdown of the actual meter numbers and quantities of all materials actually used each day, as well as the respective locations.

3.04 SLURRY LEVELING

- A. Ensure the surface to which the slurry leveling is to be applied is moist and clean of dust and foreign material. Scraping and sweeping may be necessary.
- B. Spread the slurry leveling mixture in depressions at and over cracks in the pavement. Spread to the full width of the depression. Level the slurry with a metal lute of the proper width to provide a smooth riding surface. Ensure the slurry leveling is neat in appearance. Do not allow spillage around and between leveled areas. Keep excess material at the pavement edge to a minimum. Scatter excess material across the adjacent shoulder.
- C. Allow the slurry leveling to cure until the area may be open to traffic without pick up or raveling of the leveling mixture.
- D. Ensure the cured slurry has a homogeneous appearance and a uniform texture, fills all cracks in the application area, and adheres to the surface.

3.05 LIMITATIONS

- A. Schedule slurry placement to ensure the traffic lanes are opened to traffic 30 minutes before sundown of the same working day. When traffic is maintained, keep the entire roadbed free of construction equipment during non-working hours.
- B. Place slurry mixture between May 1 and October 15, when the temperature is at least 50°F and rising, and the forecast for the next 24 hours is above 40°F.
- C. When this work is done in conjunction with crack cleaning and filling, clean and fill cracks before performing slurry work. The application of slurry and the crack cleaning and filling activity may be done as one coordinated operation.
- D. When placing a strip slurry treatment, both edges of the slurry box must run on the pavement surface.
- E. When the installation of strip slurry treatment is required at a pavement centerline or lane line, the Engineer may require such placement in two separate applications.

3.06 CURING AND OPENING TO TRAFFIC

Allow the treated area to cure until it may be opened to traffic without pick up or raveling of the slurry mixture. Repair or replace any damaged caused to the slurry surface by premature opening to traffic at no additional cost to the Contracting Authority.

END OF SECTION

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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).

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.

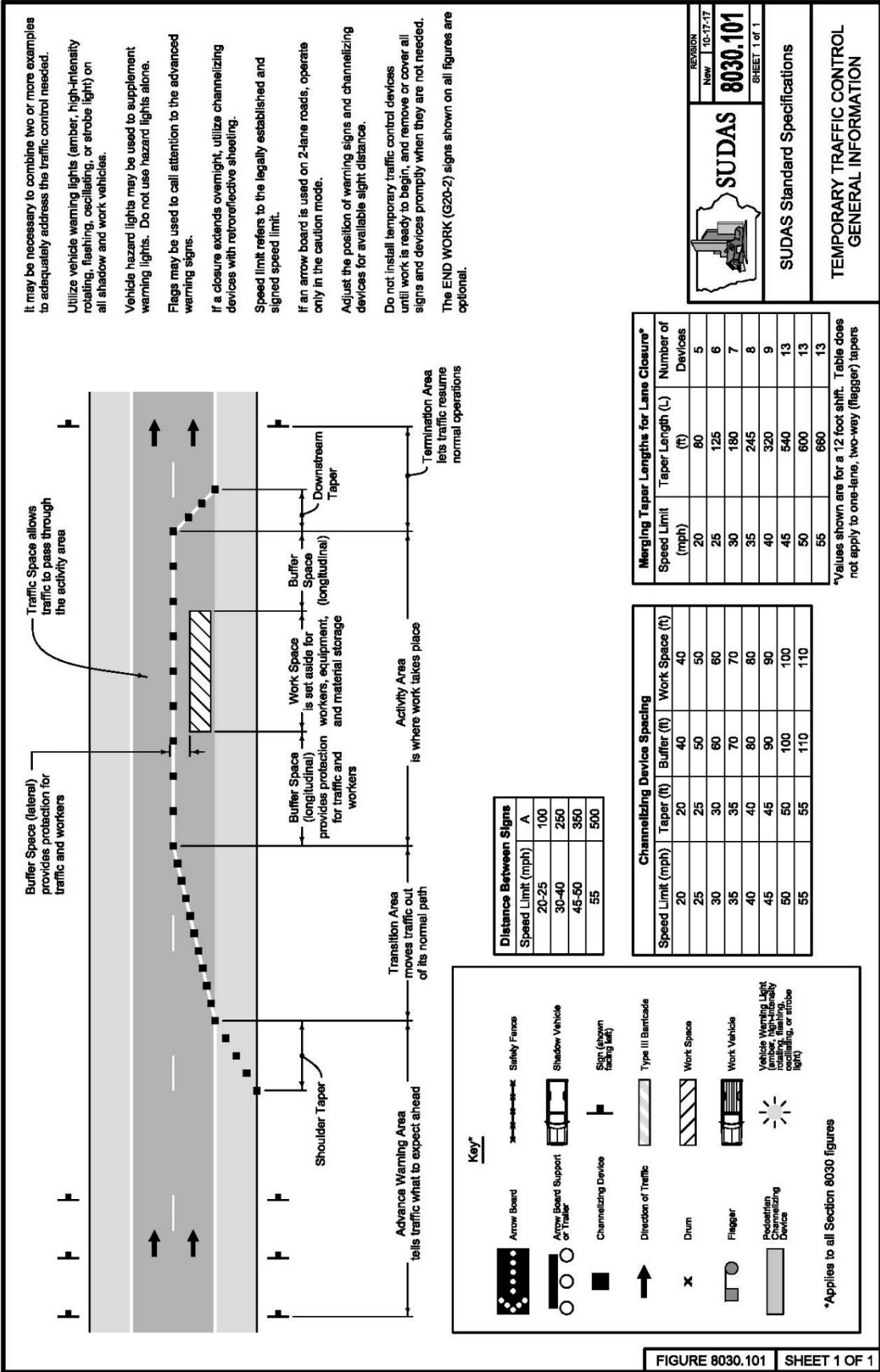
3.02 MAINTENANCE

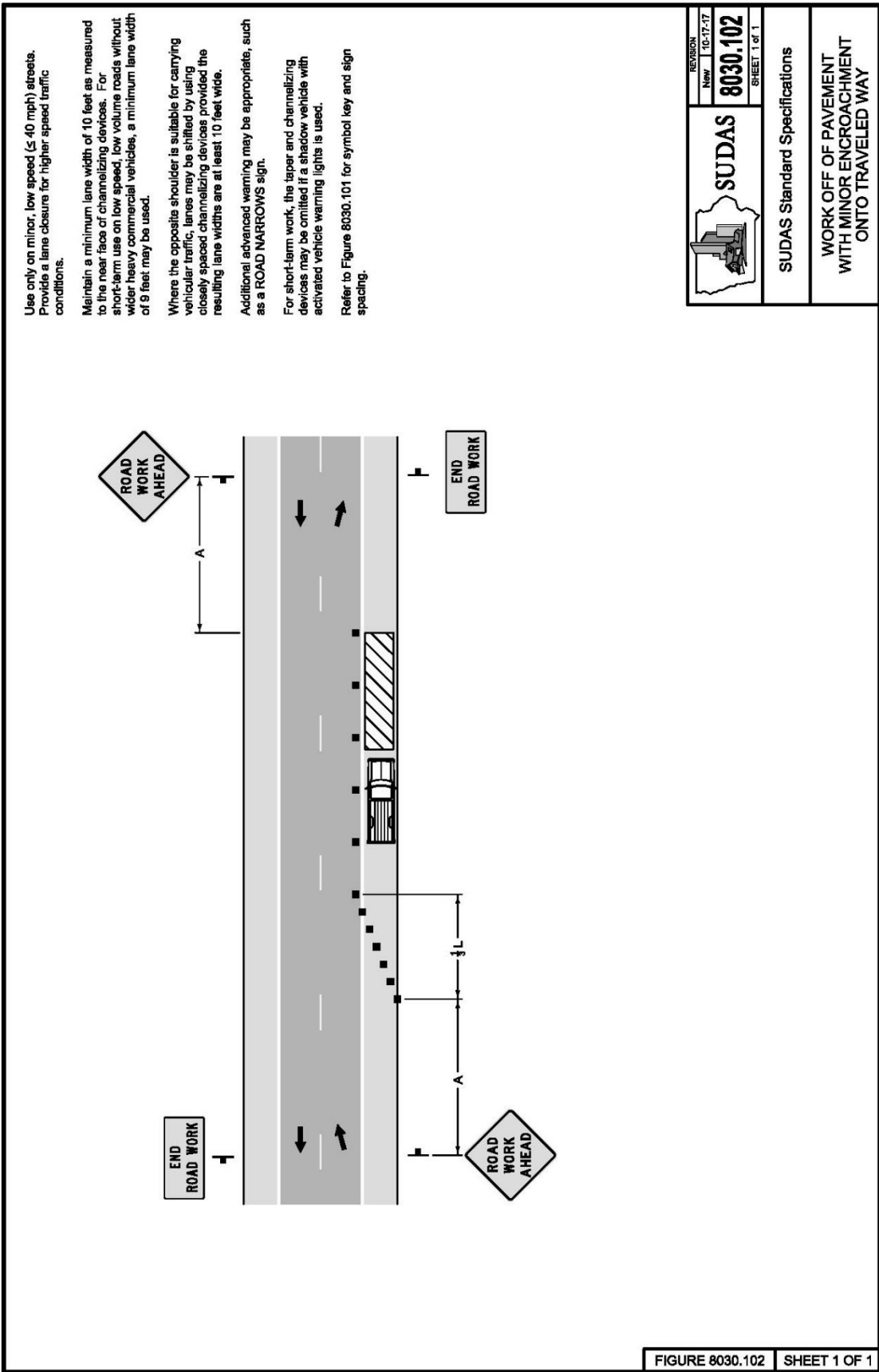
- A. General: Promptly repair, replace, reposition, or clean traffic control devices, as needed, or as directed by the Engineer.
- B. Non-working Hours: At the end of working hours, remove, cover, or turn down traffic control devices intended for working hours only.

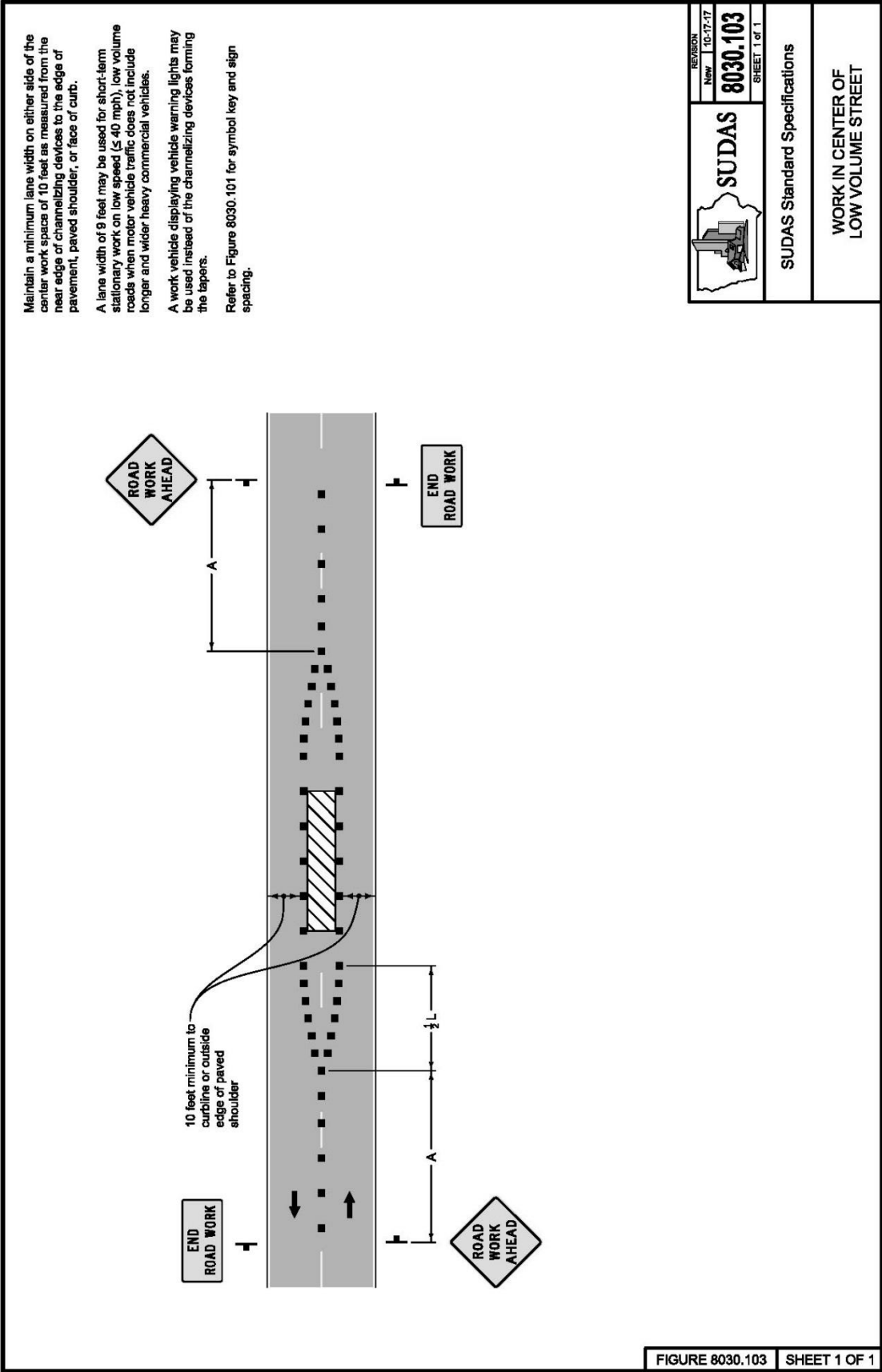
3.03 QUALITY CONTROL

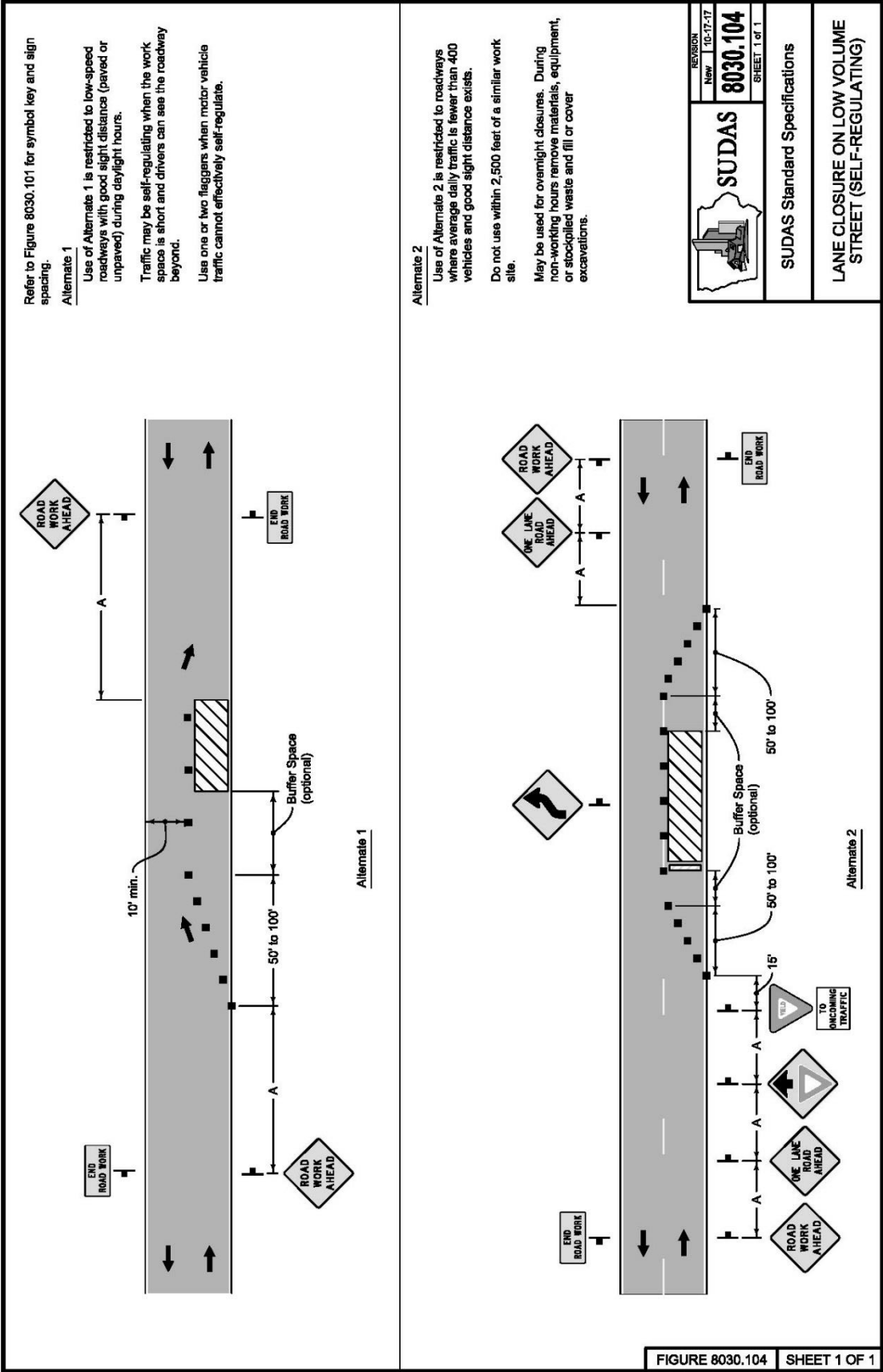
- A. Traffic Control Technician: Maintain a traffic control technician on staff, responsible for the Contractor's traffic control quality control program, that has attended and passed the exam in one of the following classes:
 - 1. ATSSA Traffic Control Technician
 - 2. IMSA Work Zone Traffic Control
 - 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.

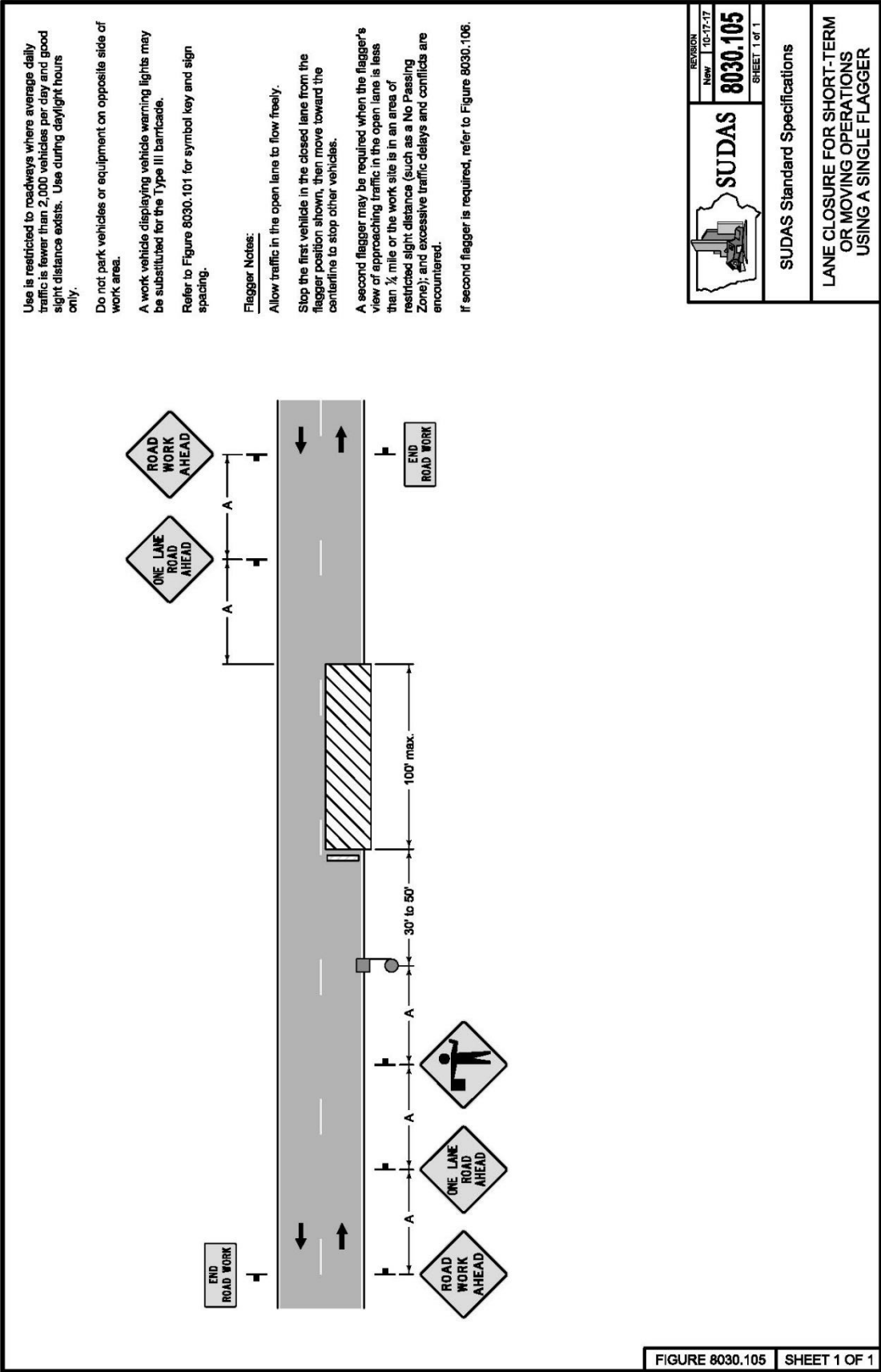
END OF SECTION

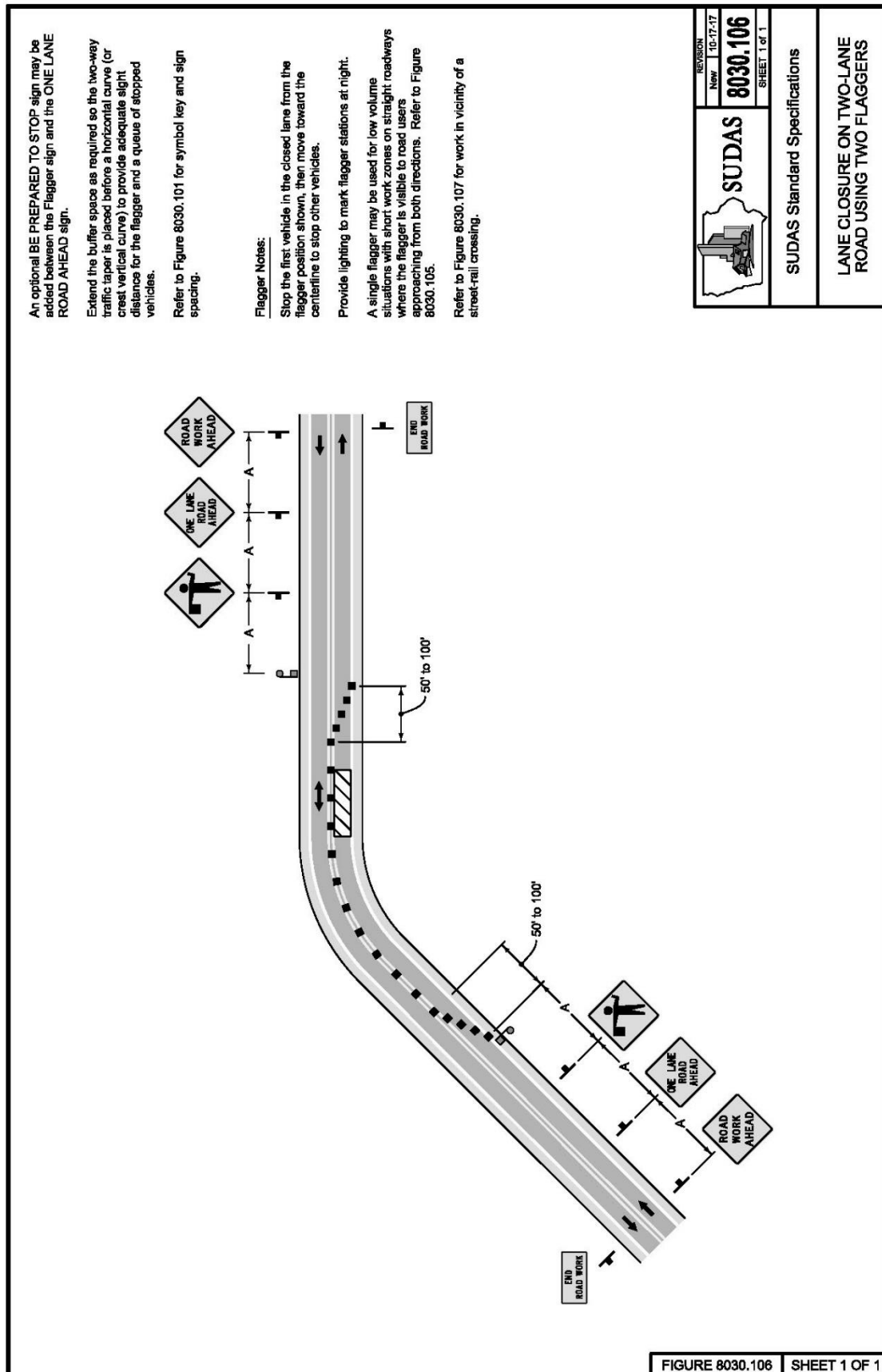




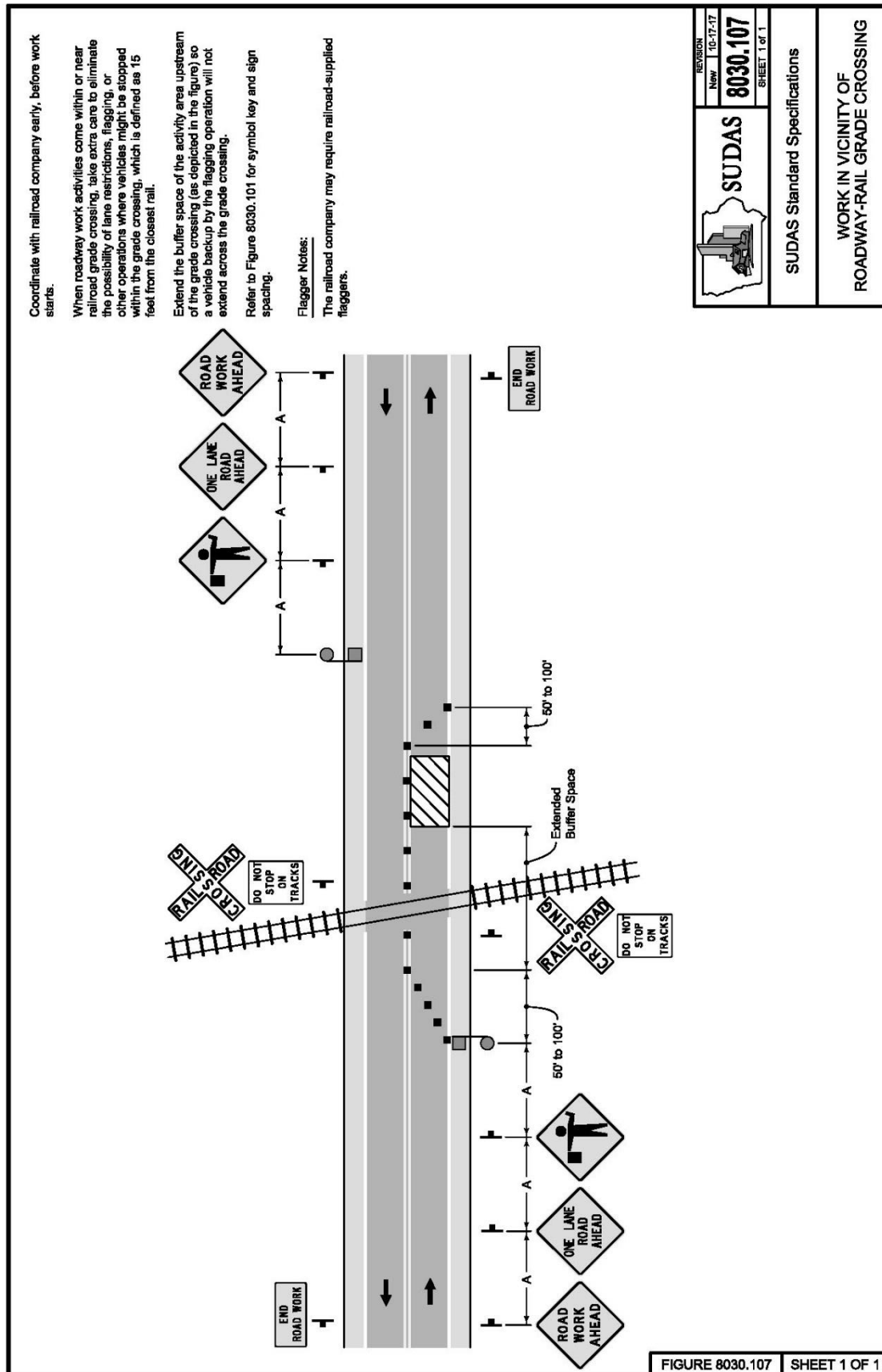


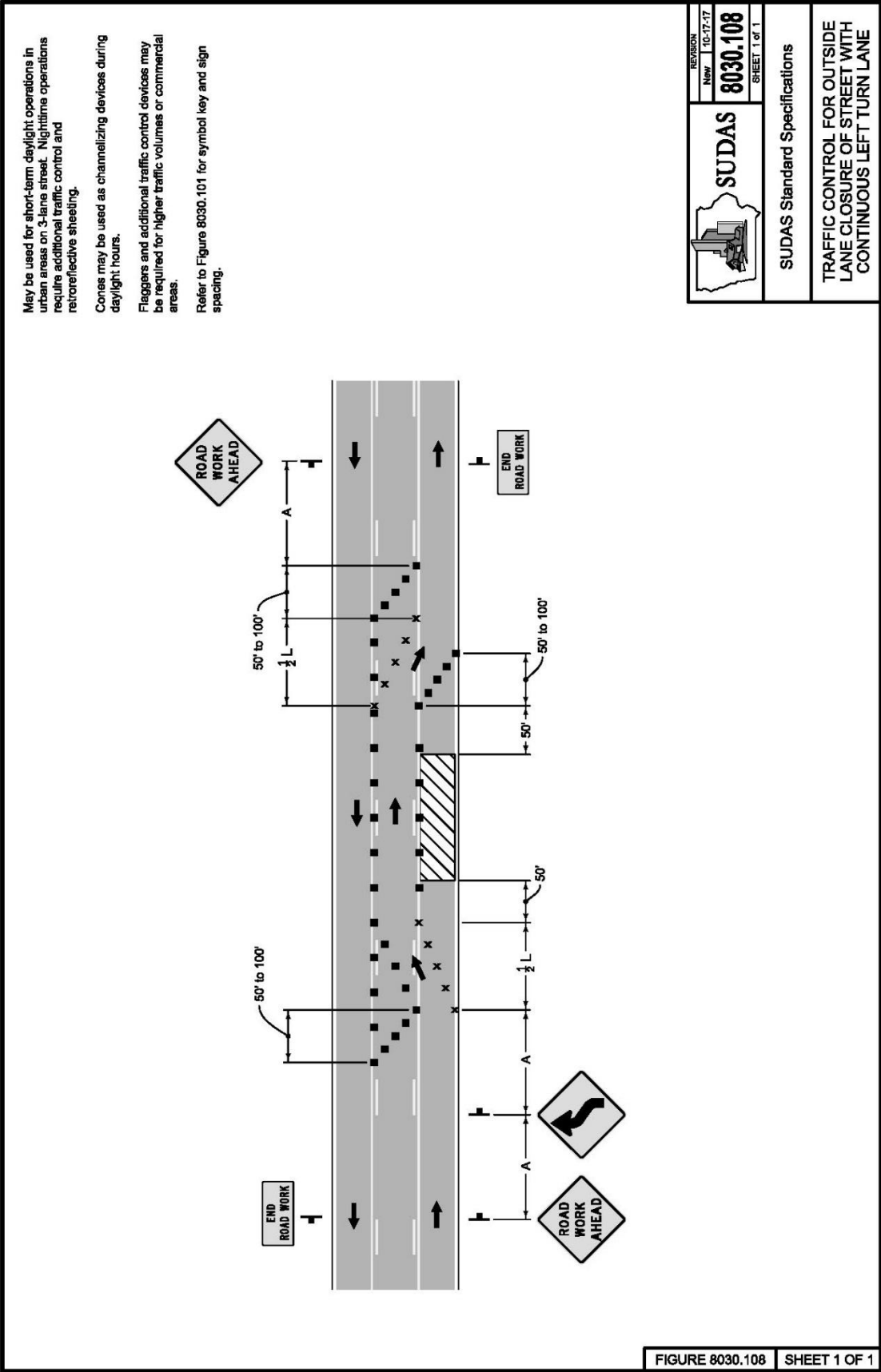






	REVISION	8030.106
	New 10-17-17	
SHEET 1 OF 1		
SUDAS Standard Specifications		
LANE CLOSURE ON TWO-LANE ROAD USING TWO FLAGGERS		



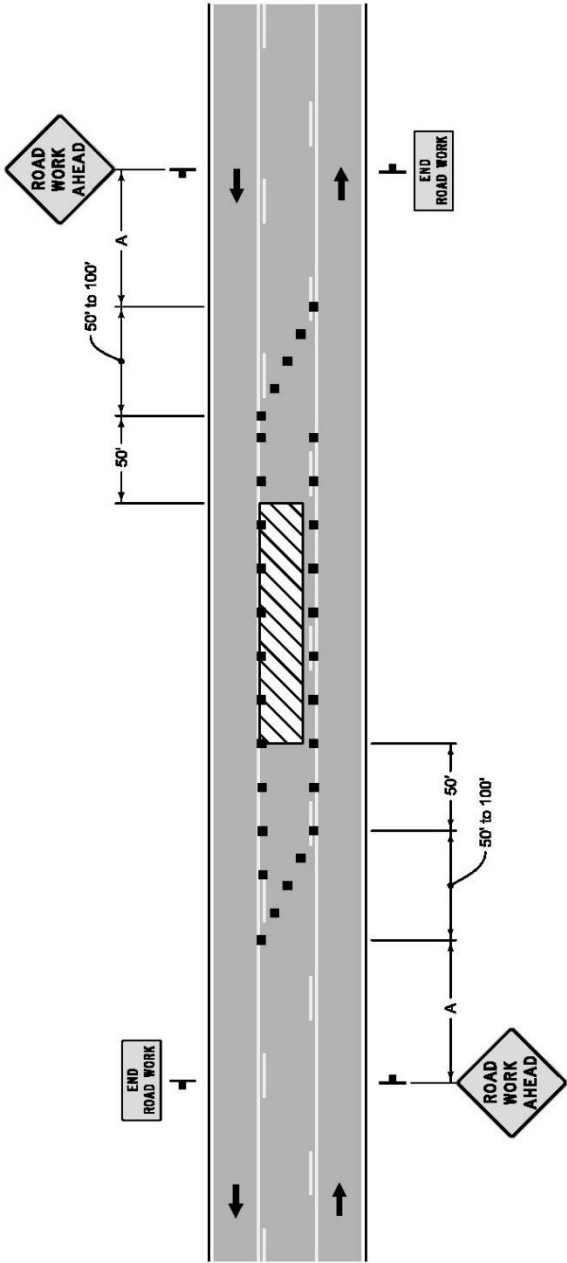


May be used for short-term daylight operations in urban areas on 3-lane or 5-lane streets. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

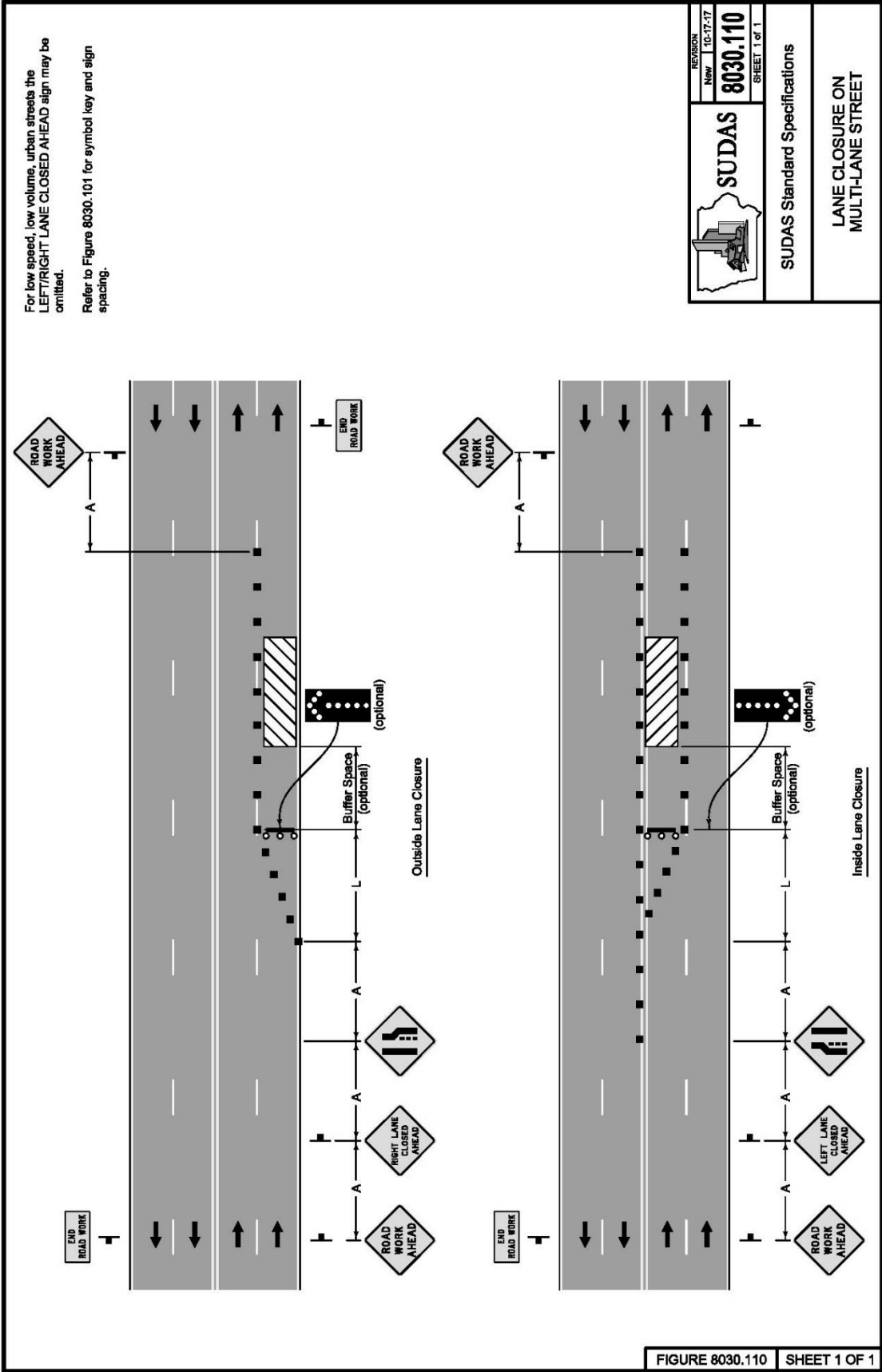
Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

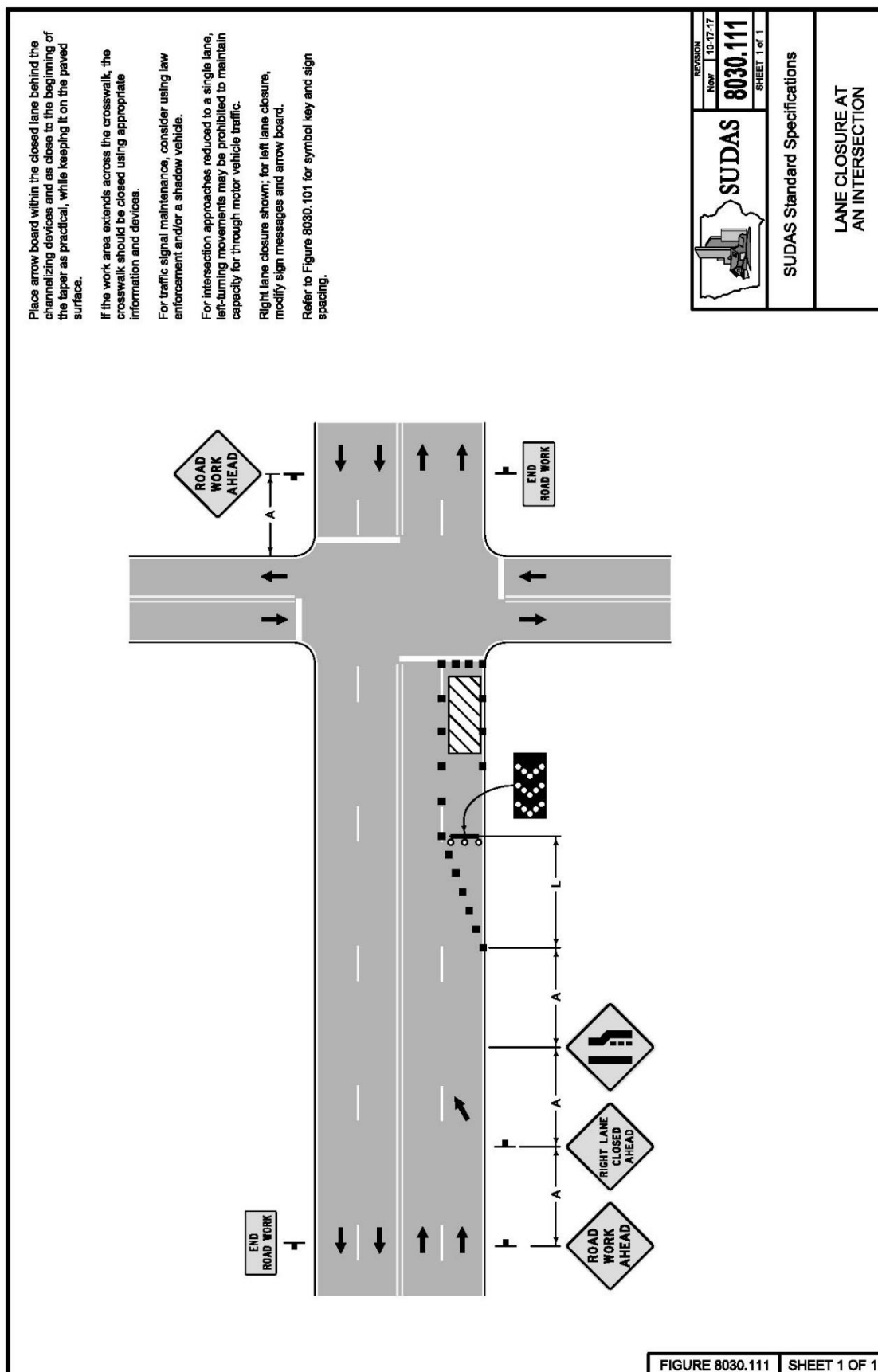
Refer to Figure 8030.101 for symbol key and sign spacing.

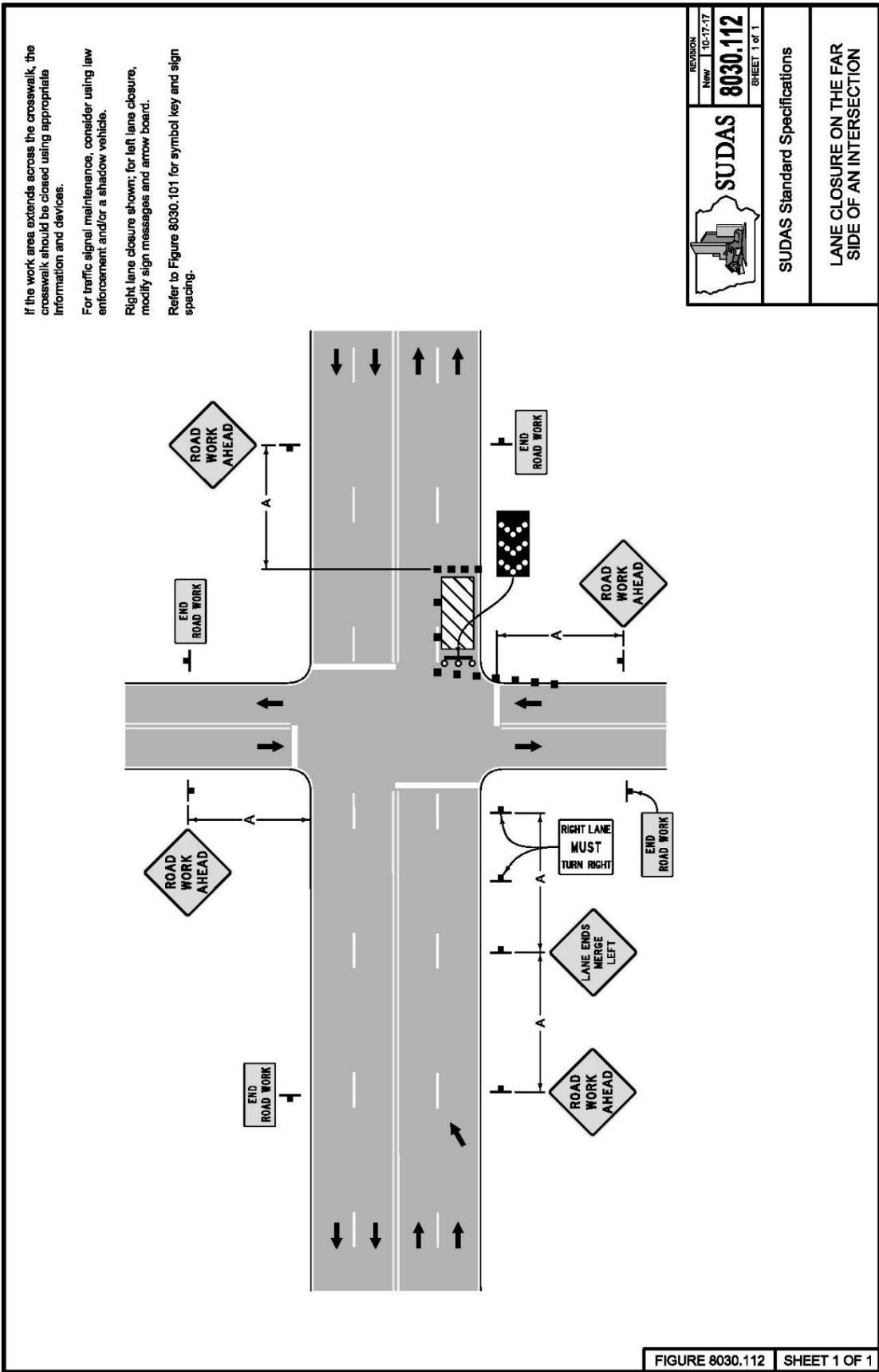


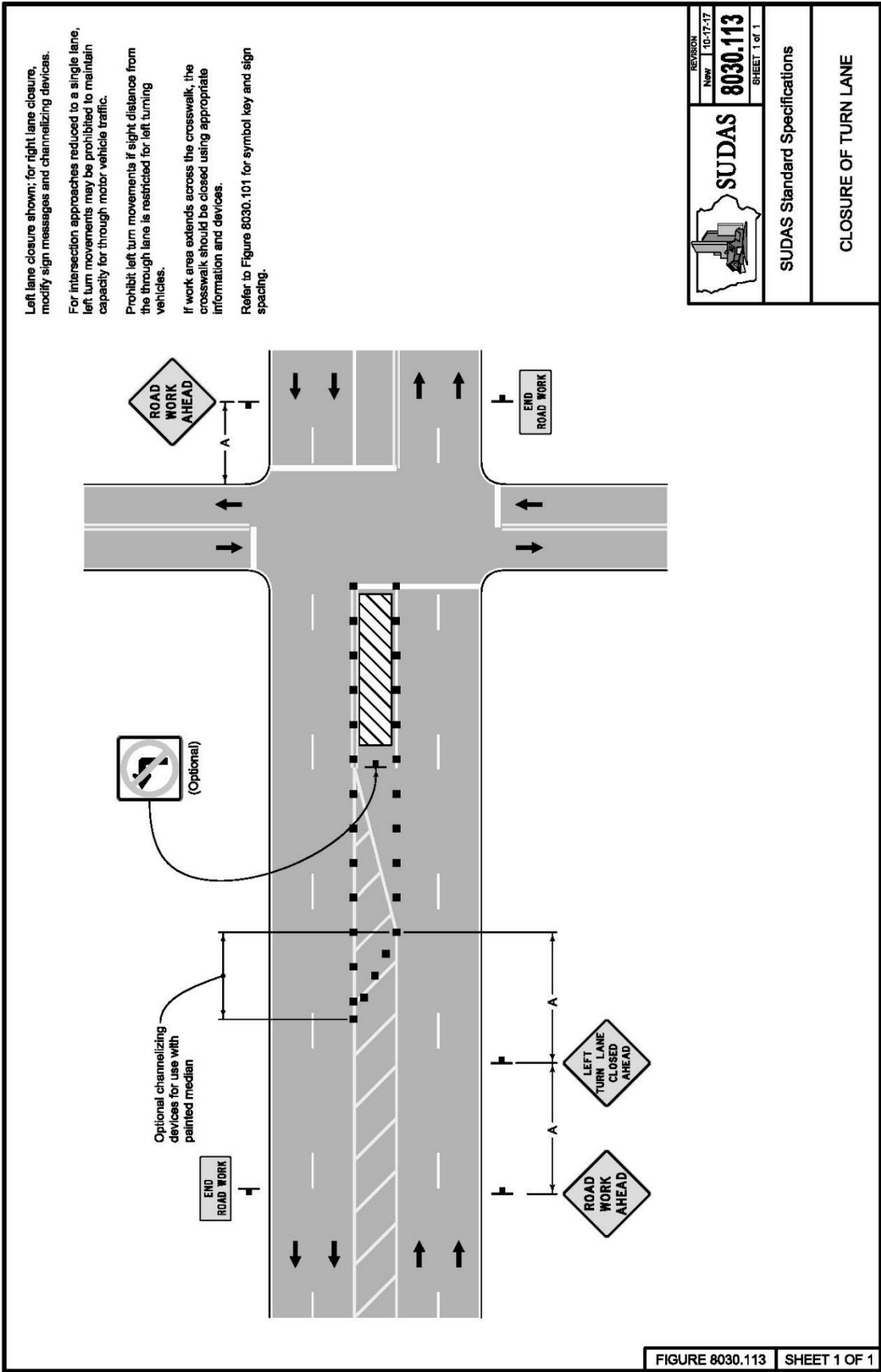
	REVISION	10-17-17
	New	8030.109
SHEET 1 of 1		
SUDAS Standard Specifications		
TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE		

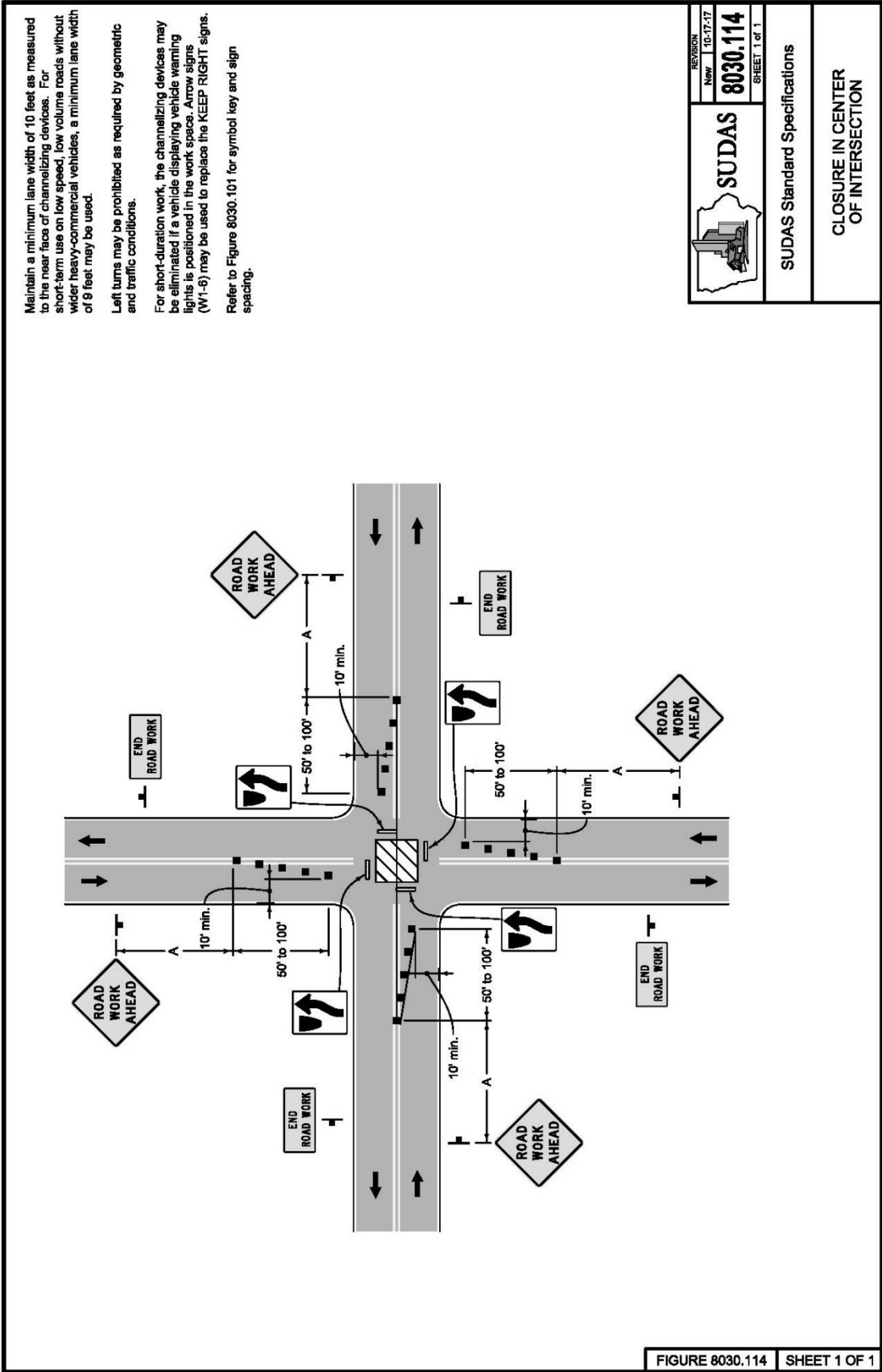
FIGURE 8030.109 SHEET 1 OF 1

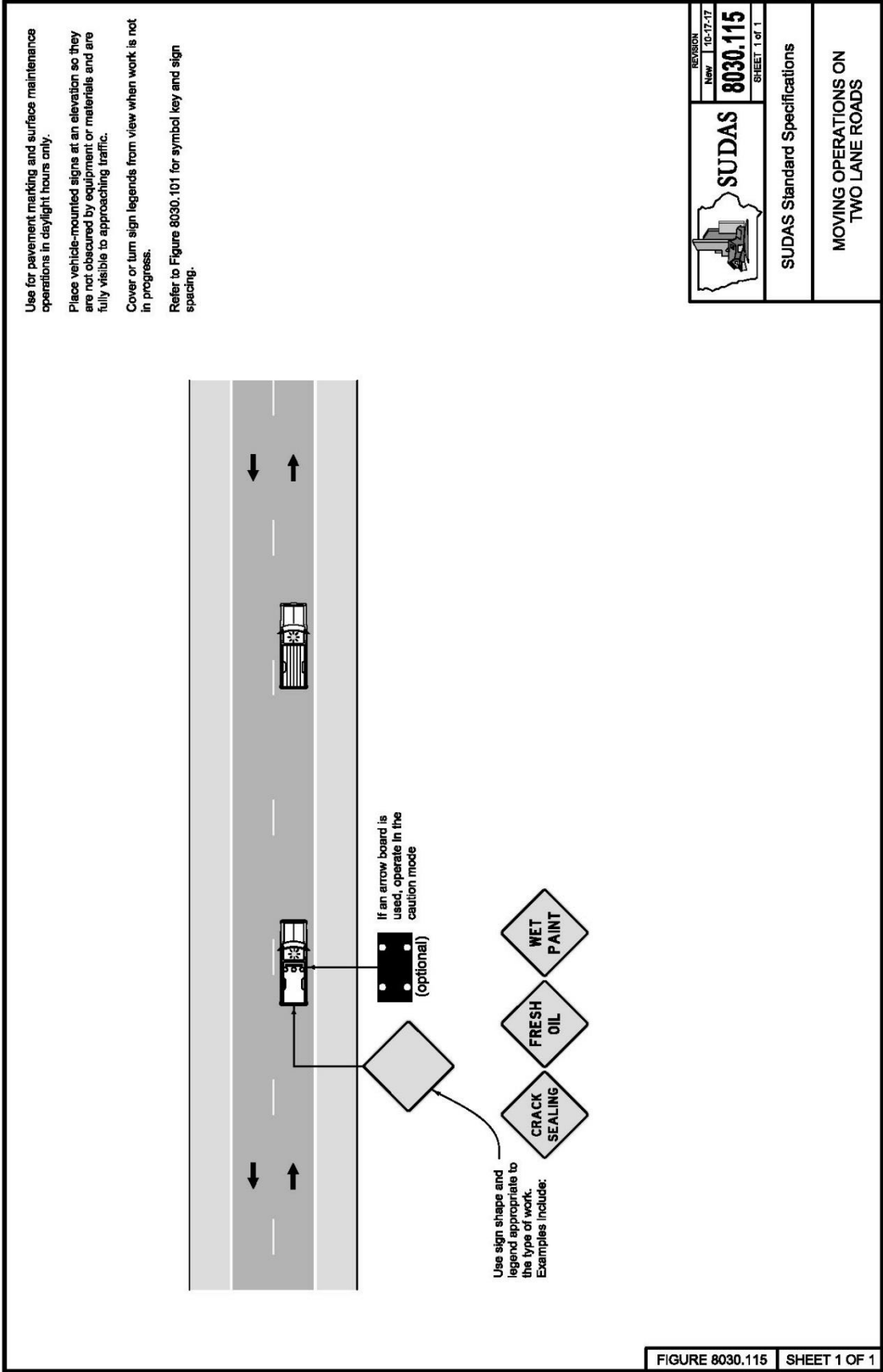


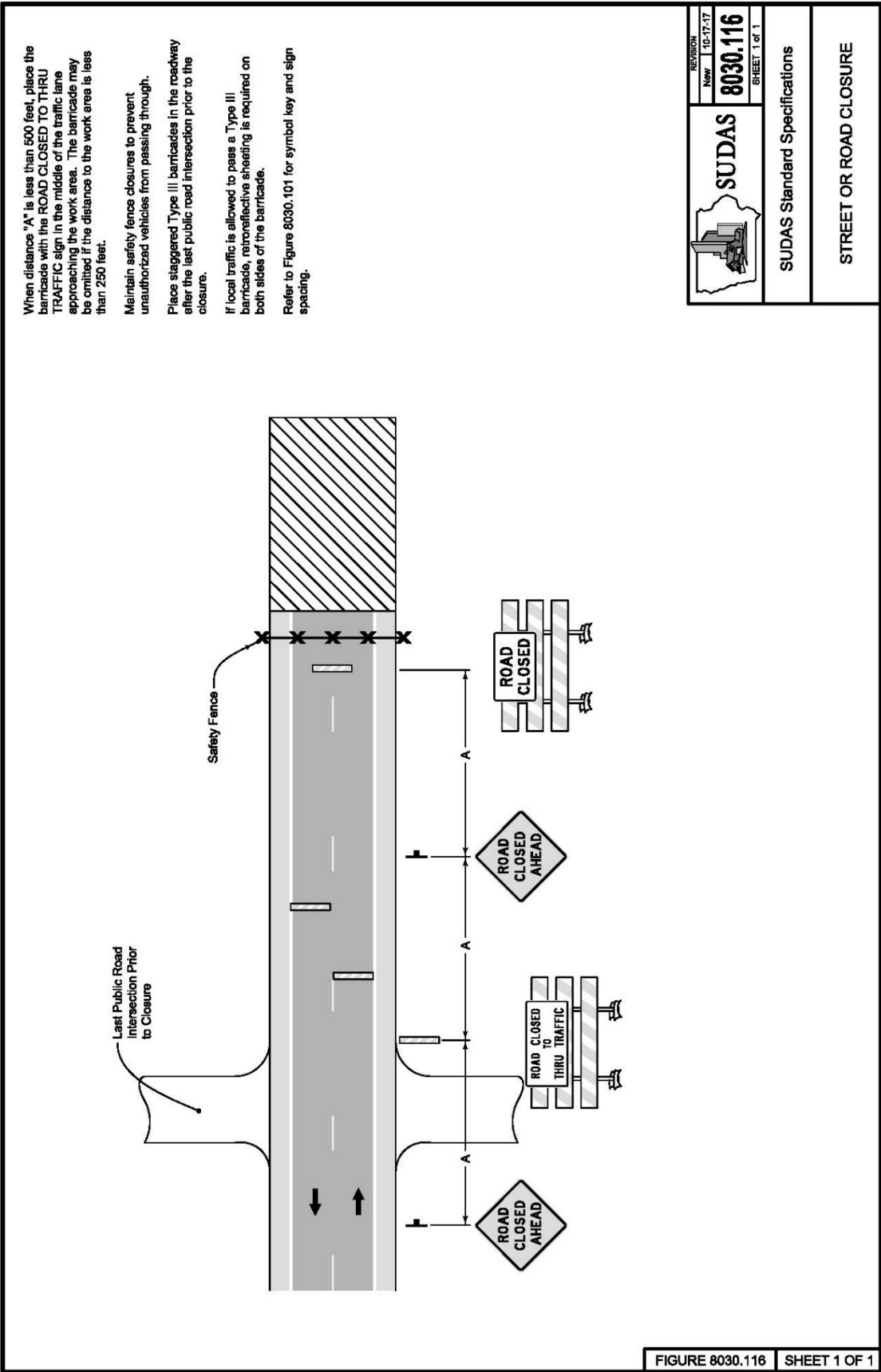


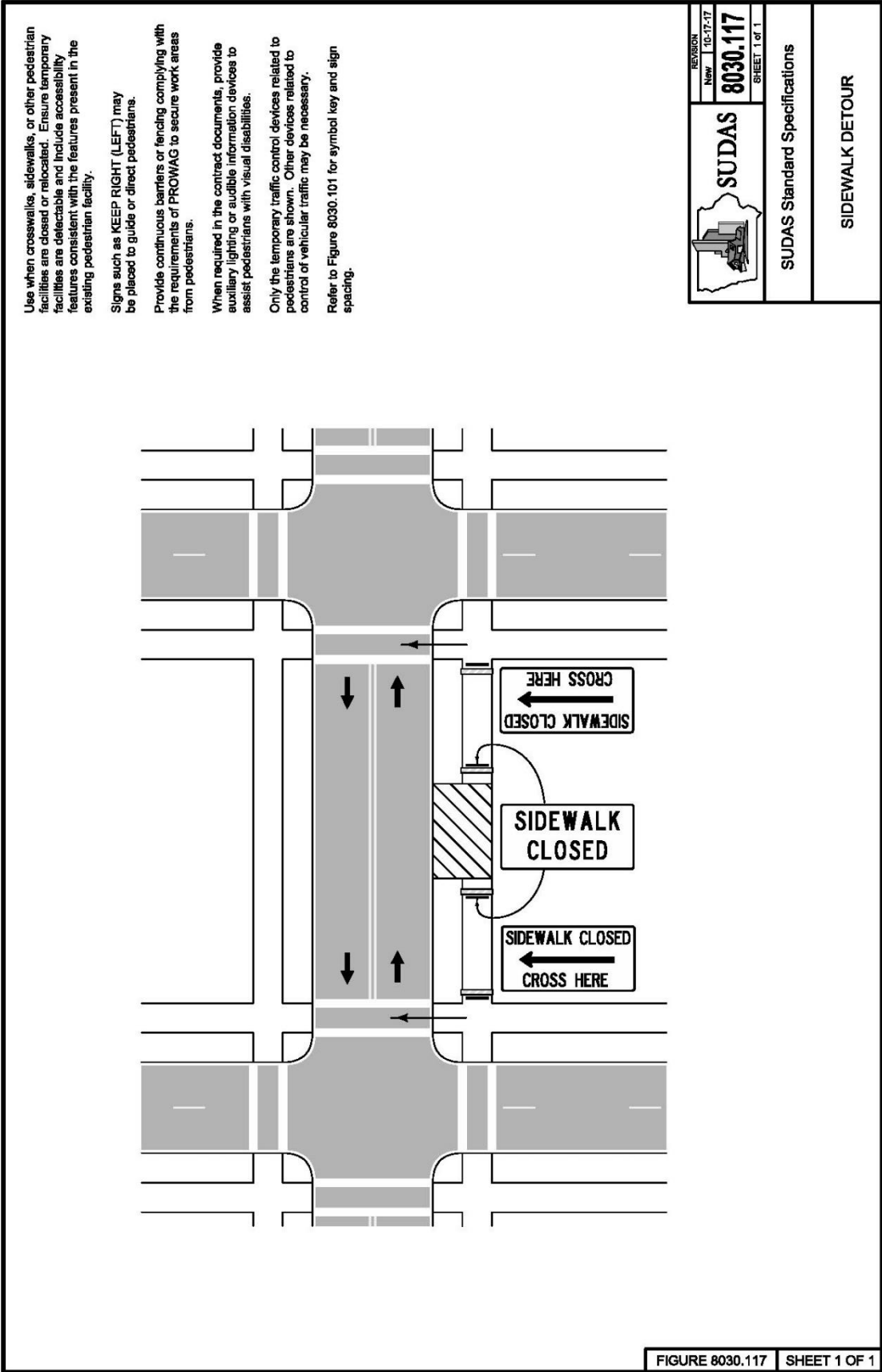


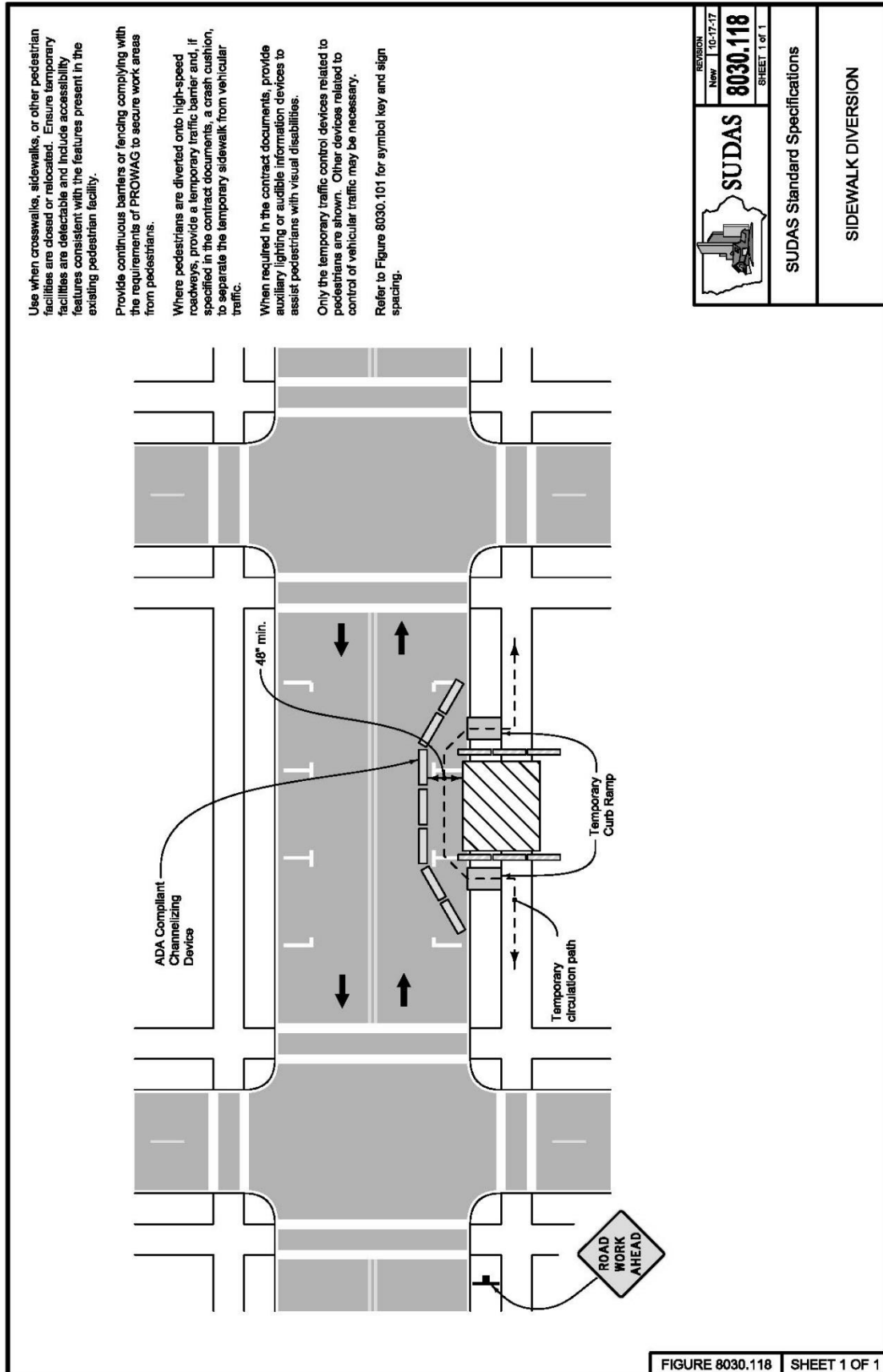








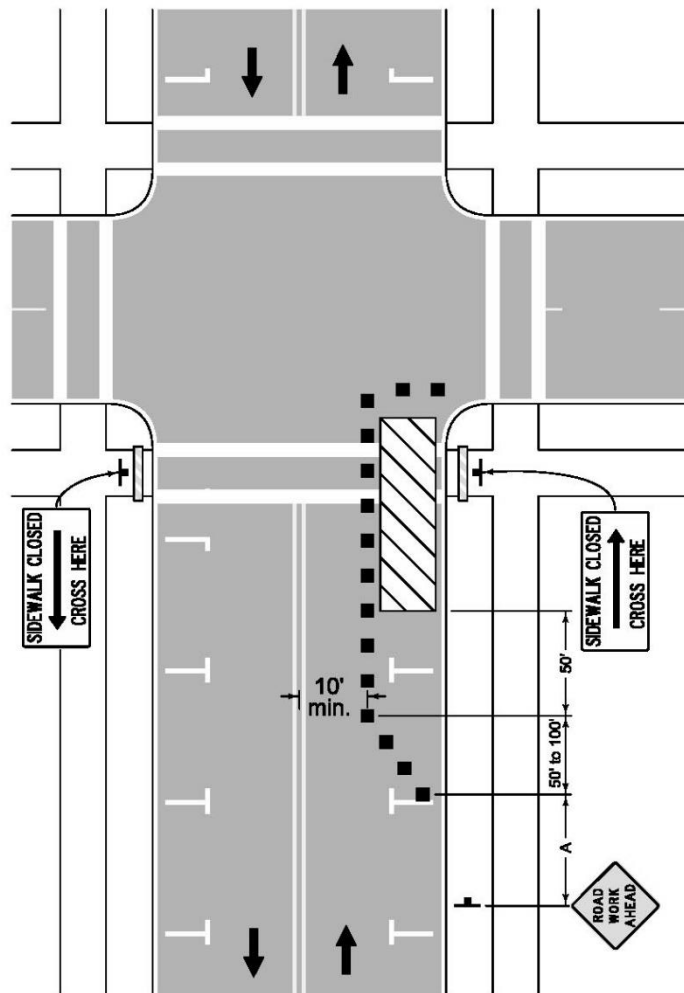




Use when work activities close crosswalk or reduce width to less than 4 feet. Ensure temporary facilities are detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

When required in the contract documents, provide auxiliary lighting or audible information devices to assist pedestrians with visual disabilities.

Refer to Figure 8030.101 for symbol key and sign spacing.



	REVISION	10-17-17
	NEW	10-17-17
	8030.119	
SHEET 1 OF 1		
SUDAS Standard Specifications		
CLOSURE OF MARKED OR UNMARKED CROSSWALK		

FIGURE 8030.119 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



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

April 30, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 2020 Street Maintenance Project, Project No. STR20001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the 2020 Street Maintenance Project.

Background: Construction includes sealing of cracks and joints on asphalt and concrete streets that have been constructed or had overlays in the last decade. These streets need to be maintained to protect the investment the City of Marshalltown has already expended for these streets. Work will include joint leveling, HMA crack sealing and PCC crack sealing.

Budget Impact: This project will be funded with Road Use Tax revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

2020 STREET MAINTENANCE PROJECT

JOINT LEVELING AND CRACK SEALING

PROJECT NO. STR-20001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2020 STREET MAINTENANCE PROJECT 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 13th day of April 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-20001 - 2020 Street Maintenance Project 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 at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 28th day of April 2020 for the construction of the 2020 Street Maintenance Project as described in the plans and specifications for Project No. STR-20001, 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 11th day of May 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 2020 Street Maintenance Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. STR-20001 the 2020 Street Maintenance Project.

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:

BASE BID: CRACK AND JOINT SEALING AND STRIP SLURRY LEVELING			
Item No.	Bid Items	Bid Quantity	Unit
7.01	Crack and Joint Cleaning and Filling, Emulsion (HMA)	43.1	Mile
7.02	Crack and Joint Cleaning and Filling, Hot Pour (PCC)	3.2	Mile
7.09	Strip Slurry Leveling	4,174	SqYd
8.01	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.

ALTERNATE BID #1: HMA MILLING AND OVERLAY			
Item No.	Bid Items	Bid Quantity	Unit
7.01	HMA Overlay (3-inches)	2,969	SqYd
7.02	Milling (3-inches)	2,969	SqYd
8.25	Temporary Traffic Control	1	L.S.
11.01	Mobilization	1	L.S.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. STR-20001 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. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$25.00 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.

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, 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.

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 14th day of April 2020.

Owner: City of Marshalltown

By: Shari L. Coughenour, CMC

Title: City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE 2020 STREET MAINTENANCE
PROJECT STR20001, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

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 2020 Street Maintenance Project No. STR20001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. STR20001, and

WHEREAS the cost of the said improvement is in excess of \$25,000.00 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 2020 Street Maintenance Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR20001, 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 2020 Street Maintenance 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 April _13th____, 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 April 28,2020. 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 May 11, **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 13th day of April, 2020, and signed this _____ day of April, 2020,.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

NOTICE OF HEARING AND LETTING

Notice is Hereby Given:

A public hearing will be held by the City of Marshalltown on the on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the proposed improvement at its meeting at 5:30 P.M. local time on April 27, 2020, at City Hall, at 10 W State Street, Marshalltown, Iowa 50158. At said time and place, any interested person may appear and file objections thereto.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa at her office at City Hall, 24 N. Center Street, Marshalltown, Iowa 50158, for the work comprising of the improvements and must be filed before 10:00 A.M. local time according to the clock the office of the City Clerk on May 5, 2020 for the improvements, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file at the office of the City Clerk. Proposals will be opened and read aloud at that time.

Proposals will be acted on by the City of Marshalltown at a meeting to be held at City Hall at 10 W State Street, Marshalltown, Iowa 50158, at 5:30 P.M. local time on May 11, 2020, or at such later time and place as may then be fixed. The City of Marshalltown reserves the right to award the Contract at the time of said meeting or at such later time may then be fixed and to reject any or all bids and to waive technicalities and irregularities and to enter into such Contract as it shall deem to be for the best interests of said Owner.

The extent of the work involved is as follows: Hangar Improvements, Terminal Building and Site Improvements at the Marshalltown Municipal Airport.

Pre-bid Meeting

A pre-bid meeting will be held at 10:00 a.m. local time on April 28, 2020 at the Marshalltown Municipal Airport, 2651 170th Street, Marshalltown, Iowa 50158. Attendance of the pre-bid meeting is not mandatory, however, attendance of the pre-bid meeting is recommended. We request that only one person per contracting company attend the meeting.

Contract Time

The work under the contract shall actively commence within ten (10) days of the Notice to Proceed. It is anticipated that a contract would likely be awarded in August 2020, upon receipt of a grant from FAA. Work related to shop drawing shall immediately commence upon receipt of a contract and the building shall be delivered to the site prior to the commencement of field work in the spring of 2021. Field work on the project shall not begin until on or after May 3, 2021, unless agreed to by all parties, and shall be completed by no later than October 30, 2021. This project is subject to liquidated damages as prescribed within the project manual.

Award of Contract

Bidders shall not be permitted to withdraw their bids for a period of ninety (90) after the date set for opening bids. The Owner reserves the right to reject any and all bids and to waive any informality in the bids received in the best interest of the Jurisdiction. Award will be subject to concurrence in award from the Federal Aviation Administration and upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

Bonding Requirements

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Marshalltown from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from the date of final acceptance of the work.

Payment to the Contractor

Payment to the Contractor for said construction will be made in cash from cash on hand in any fund of said City which may be legally used for such purposes and a Federal grant-in-aid from the Federal Aviation Administration.

Bid Security

Each proposal must be accompanied with a bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction and filed in an envelope separate from the one containing the proposal, made payable to: Treasurer, City of Marshalltown. Said check or draft may be cashed or the bid bond declared forfeited by the Treasurer as liquidated damages in the event the successful bidder fails to enter into a Contract within ten (10) days and post bond satisfactory to the Owner insuring the faithful fulfillment of the Contract and maintenance of said improvements as required by law and the Specifications. The bid shall contain no condition except as provided in the specifications.

Federal Provisions (Applies Only to Bid Package No.1 – Hangar Improvements)

This project is subject to the following Federal provisions, statutes and regulations:

Equal Employment Opportunity - Executive Order 11246 and 41 CFR Part 60: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Goals for Minority and Female Participation – Executive Order 11246 and 41 CFR Part 60:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade:	2.4 %
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

Certification of Nonsegregated Facilities – 41 CFR Part 60: A certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Disadvantaged Business Enterprise – 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. **In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 0.85% percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.**

Davis-Bacon Act, as amended – 29 CFR Part 5: The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder's subcontractors, by submission of an offer and/or execution of a contract, is required to certify that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Certificate – Aviation Safety and Capacity Act of 1990:

This contract is subject to the “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990. Per Title 49 U.S.C. Section 50101, all steel and manufactured products installed under an AIP assisted project must be produce in the United States unless the Federal Aviation Administration has granted a formal waiver.

As a condition of bid responsiveness, Bidders must complete and submit as part of their proposal the enclosed Buy American certification. Bidder must indicate whether it intends to meet Buy America preferences by only installing steel and manufactured products produced with the United State of America; or if it intends to seek a permissible waiver to the Buy America requirements.

Additional Provisions

Modification to the project documents may only be made by written addendum as issued by the Owner or Owner’s authorized Representative. The bidder’s proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Copies of Plans, Specifications and Wage Rate Decisions are on file and may be inspected at the office of the City Clerk, at City Hall, 24 N. Center Street Marshalltown, Iowa 50158, and at Clapsaddle-Garber Associates, 16 East Main Street, Suite 400, Marshalltown, Iowa 50158. Copies may be downloaded at no charge from www.cgaconsultants.com or a printed copy may be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, Iowa 50312 or by phone at (515) 244-1611. A \$50 refundable deposit is required for all printed copies. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

This notice is given by order by the City of Marshalltown, Iowa.

By: _____
City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE HANGAR BUILDING, TERMINAL BUILDING AND SITE
IMPROVEMENTS PROJECT AT THE MARSHALLTOWN MUNICIPAL AIRPORT IN MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

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 Hangar Building, Terminal Building and Site Improvements Project at the Marshalltown Municipal Airport, Marshalltown, Iowa, as is fully set forth in the plans and specifications, and

WHEREAS the cost of the said improvement is in excess of the amount required to hold a public bid 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 and from a grant in aid from the Federal Aviation Administration and from a grant in aid from the Iowa Department of Transportation.

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 Hangar Building, Terminal Building and Site Improvements Project at the Marshalltown Municipal Airport, Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications, 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 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 in the Project Manual and shall be completed by the completion date 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; aid from a grant from Iowa Department of Transportation and aid from a grant from the Federal Aviation Administration.

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. The Council will meet in the Council Chambers at 10 W. State Street, at 5:30 pm local time on the 27th day of April, 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 by the office of the City Clerk of Marshalltown, Iowa, up to 10:00 am, local time, on the 5th day of May, 2020. The bids will be opened, read, and tabulated by the Project 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 at 10 W. State Street, at 5:30 pm local time on the 11th day of May, 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 13th day of April, 2019.

CITY OF MARSHALLTOWN, IOWA

Mayor

ATTEST:

City Clerk



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 8, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Resolutions Ordering Construction - Airport Terminal and Hangar Improvements and Airport Vault Improvement Projects

Policy Issue: City policy requires approval of a Resolution Ordering Construction and Setting a Public Hearing on proposed improvements

Recommendation: Staff recommends passing the resolution for construction of the Airport Improvements – 1) Terminal and Hangar project and 2) Vault Improvements

Background: In November of 2018 the City Council directed staff to proceed with engineering design of Airport Improvements in the form of a new Hangar building and explore the costs of a new Terminal building. September 1, 2020 is the anticipated construction start date. The September date would be starting construction for the vault – conduit and wiring to relocate this structure and operate in the interim before the new terminal and vault are finished. Terminal and hangar construction would not begin until Spring 2021.

Budget Impact: The total cost for the hangar, terminal, site and vault is estimated at \$3,137,050.00. Current FAA and IDOT funding results in a 55% City, 45% DOT/FAA funding share. The City will need to borrow approximately \$1,725,000 in General Obligation bonds.

Attachment: Supporting resolution

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



NOTICE OF HEARING AND LETTING

Notice is Hereby Given:

A public hearing will be held by the City of Marshalltown on the on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the proposed improvement at its meeting at 5:30 P.M. local time on April 27, 2020, at City Hall, at 10 W State Street, Marshalltown, Iowa 50158. At said time and place, any interested person may appear and file objections thereto.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa at her office at City Hall, 24 N. Center Street, Marshalltown, Iowa 50158, for the work comprising of the improvements and must be filed before 10:00 A.M. local time according to the clock the office of the City Clerk on May 5, 2020 for the improvements, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file at the office of the City Clerk. Proposals will be opened and read aloud at that time.

Proposals will be acted on by the City of Marshalltown at a meeting to be held at City Hall at 10 W State Street, Marshalltown, Iowa 50158, at 5:30 P.M. local time on May 11, 2020, or at such later time and place as may then be fixed. The City of Marshalltown reserves the right to award the Contract at the time of said meeting or at such later time may then be fixed and to reject any or all bids and to waive technicalities and irregularities and to enter into such Contract as it shall deem to be for the best interests of said Owner.

The extent of the work involved is as follows: Construction of a new airfield electrical vault, electrical vault associated equipment, tip-down rotating beacon and electrical site improvements at the Marshalltown Municipal Airport.

Contract Time

The work under the contract shall actively commence within ten (10) days of the Notice to Proceed. It is anticipated that a contract would likely be awarded in August 2020, upon receipt of a grant from FAA. Work related to shop drawing shall immediately commence upon receipt of a contract. Field work on the project is not anticipated to begin until on or after September 8, 2020 and must be completed by April 24, 2021. This project is subject to liquidated damages as prescribed within the project manual.

Award of Contract

Bidders shall not be permitted to withdraw their bids for a period of ninety (90) after the date set for opening bids. The Owner reserves the right to reject any and all bids and to waive any informality in the bids received in the best interest of the Jurisdiction. Award will be subject to concurrence in award from the Federal Aviation Administration and upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

Bonding Requirements

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Marshalltown from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of one year from one year from the date of final acceptance of the work.

Payment to the Contractor

Payment to the Contractor for said construction will be made in cash from cash on hand in any fund of

said City which may be legally used for such purposes and a Federal grant-in-aid from the Federal Aviation Administration.

Federal Provisions

This project is subject to the following Federal provisions, statutes and regulations:

Equal Employment Opportunity - Executive Order 11246 and 41 CFR Part 60: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Goals for Minority and Female Participation – Executive Order 11246 and 41 CFR Part 60:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade:	2.4 %
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

Certification of Nonsegregated Facilities – 41 CFR Part 60: A certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Disadvantaged Business Enterprise – 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. **In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 0.62% percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.**

Davis-Bacon Act, as amended – 29 CFR Part 5: The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration’s “Excluded Parties Listing System” will not be considered for award of contract.

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder’s subcontractors, by submission of an offer and/or execution of a contract, is required to certify that it:

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

Buy American Certificate – Aviation Safety and Capacity Act of 1990:

This contract is subject to the “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990. Per Title 49 U.S.C. Section 50101, all steel and manufactured products installed under an AIP assisted project must be produce in the United States unless the Federal Aviation Administration has granted a formal waiver.

As a condition of bid responsiveness, Bidders must complete and submit as part of their proposal the enclosed Buy American certification. Bidder must indicate whether it intends to meet Buy America preferences by only installing steel and manufactured products produced with the United State of America; or if it intends to seek a permissible waiver to the Buy America requirements.

Additional Provisions

Modification to the project documents may only be made by written addendum as issued by the Owner or Owner’s authorized Representative. The bidder’s proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Copies of Plans, Specifications and Wage Rate Decisions are on file and may be inspected at the office of the City Clerk, at City Hall, 24 N. Center Street Marshalltown, Iowa 50158, and at Clapsaddle-Garber Associates, 16 East Main Street, Suite 400, Marshalltown, Iowa 50158. Copies may be downloaded at no charge from www.cgaconsultants.com or a printed copy may be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, Iowa 50312 or by phone at (515) 244-1611. A \$50 refundable deposit is required for all printed copies. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

This notice is given by order by the City of Marshalltown, Iowa.

By: _____
City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE VAULT IMPROVEMENTS PROJECT AT THE
MARSHALLTOWN MUNICIPAL AIRPORT IN MARSHALLTOWN, IOWA,
SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

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 Vault Improvements Project at the Marshalltown Municipal Airport, Marshalltown, Iowa, as is fully set forth in the plans and specifications, and

WHEREAS the cost of the said improvement is in excess of the amount required to hold a public bid 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 and from a grant in aid from the Federal Aviation Administration.

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 Vault Improvements Project at the Marshalltown Municipal Airport, Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications, 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 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 in the Project Manual and shall be completed by the completion date 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 and a Federal grant in aid from the Federal Aviation Administration.

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. The Council will meet in the Council Chambers at 10 W. State Street, at 5:30 pm local time on the 27th day of April, 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 by the office of the City Clerk of Marshalltown, Iowa, up to 10:00 am, local time, on the 5th day of May, 2020. The bids will be opened, read, and tabulated by the Project 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 at 10 W. State Street, at 5:30 pm local time on the 11th day of May, 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 13th day of April, 2019.

CITY OF MARSHALLTOWN, IOWA

Mayor

ATTEST:

City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE FEMA STREETS PROJECT
FEMA18004, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF
NOTICE TO BIDDERS

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 FEMA Streets Project No. FEMA18004, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. FEMA18004 , 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 FEMA Streets Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. FEMA18004, 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 FEMA Street 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 April 13th, 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 May 5, 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 May 11, **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 13th day of April, 2020, and signed this _____ day of April, 2020,.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

April 8, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – Northeast FEMA Street Repair, Project No. FEMA18004.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Northeast FEMA Street Repair project.

Background: The City applied for funds from FEMA to repair streets that had heavy loadings from trucks, loaders, and other large equipment due to the debris removal after the tornado. The streets affected and funded by FEMA include N. 4th Avenue, N. 5th Avenue, and N. 7th Avenue from State Street to Woodbury Street. It also includes Bromley Street and Woodbury Street from N. 3rd Avenue to N. 7th Avenue. The work will include milling and overlaying Bromley St, 4th Ave and 5th Ave. Woodbury St and 7th Ave would have crack sealing and seal coat placed. The work will also include manhole sealing and boxouts, new storm inlets, ally driveways and ADA accessible curb ramps. An alternate bid will also be taken to replace curb and gutter along all the affected streets and will include driveways from the new curb to existing sidewalks.

Budget Impact: This FEMA reimbursed portion is approximately \$437,000 of the estimated \$650,000 Base Bid project. The Base Bid and Alternate Bid estimate is approximately \$1,449,000. The work will be funded with Road Use Tax revenues and be reimbursed by FEMA grant funding.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
NORTHEAST FEMA STREET REPAIR
PROJECT NO. FEMA18004**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE NORTHEAST FEMA STREET 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 13th day of April 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. FEMA18004, the Northeast FEMA Street 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 at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 5th day of May 2020 for the construction of the Northeast FEMA Street Repair as described in the plans and specifications for Project No. FEMA18004, 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 11th day of May 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 Northeast FEMA Street Repair in Marshalltown, Iowa as shown in the plans and specifications for Project No. FEMA18004, Northeast FEMA Street 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:

BASE BID QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
2.01	Subgrade Preparation	730.0	SqYd
2.02	Modified Subbase Stone, 6-Inch	453.6	Ton
6.01	Intake - SW-506	22	Each
6.02	Connection to Existing Manhole or Intake	22	Each
6.03	Remove Manhole or Intake	22	Each
7.01	PCC Pavement 8" - Boxouts	19.4	SqYd
7.02	30" Curb and Gutter	858	Ft

BASE BID QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
7.03	HMA Pavement	1,219.7	Ton
7.04	HMA Pavement Samples and Testing	1	LS
7.05	Removal of Sidewalk, Shared Use Path, or Driveway	829.4	SqYd
7.06	Removal of Curb	858	Ft
7.07	PCC Sidewalk - 4"	153.3	SqYd
7.08	PCC Sidewalk - 6"	154.3	SqYd
7.09	PCC Sidewalk - 8"	278.9	SqYd
7.10	Detectable Warnings	290	SqFt
7.11	Paved Driveways - 8" Alleys	521.8	SqYd
7.12	Crack Cleaning and Filling, Emulsion	2,622	Ft
7.13	Milling	9,992	SqYd
7.14	Pavement Removal	148.3	SqYd
7.15	Bituminous Seal Coat	8,066	SqYd
8.01	Temporary Traffic Control	1	LS
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	190.0	SqYd
9.02	Watering	8.6	Mgal
9.03	Warranty	1	LS
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1	LS
9.05	SWPPP Management	1	LS
9.02	Inlet Protection Device	22	Each
11.01	Construction Survey	1	LS
11.02	Mobilization	1	LS
11.03	Maintenance of Postal Service	1	LS
11.04	Maintenance of Solid Waste Collection	1	LS
11.05	Concrete Washout	1	LS

ALTERNATE BID #1 QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
2.01	Subgrade Preparation	3,330	SqYd
2.02	Modified Subbase Stone, 4-6-Inch	852.9	Ton
7.01A	PCC Pavement 8" - Fillets	597.8	SqYd
7.02	30" Curb and Gutter	10,436	Ft

ALTERNATE BID #1 QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
7.03	HMA Pavement	1,035.9	Ton
7.04	HMA Pavement Samples and Testing	1	LS
7.05	Removal of Sidewalk, Shared Use Path, Driveway, Alley	1,628	SqYd
7.06	Removal of Curb	10,214	Ft
7.07	PCC Sidewalk - 4"	10.6	SqYd
7.08	PCC Sidewalk - 6"	200.1	SqYd
7.10	Detectable Warnings	288	SqFt
7.12A	Paved Driveways - 6"	587.6	SqYd
7.14	Pavement Removal	5,687	SqYd
8.01	Temporary Traffic Control	1	LS
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	4,808	SqYd
9.02	Watering	216.4	Mgal
9.03	Warranty	1	LS
11.01	Construction Survey	1	LS
11.02	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said Project No. FEMA18004 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.

Bidders may download construction and bidding documents from the City's website at no charge. Bidders will be required to register to receive addendums and for placement on a plan holder's list. Printed copies may be obtained from the Engineer's office. 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 conducted for this Project.

Instructions to Bidders.

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, 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.

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.

Bidders on this work will be required to comply with the Presidents Executive Order Nos. 11246 as amended, 11518, and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the Supplementary Conditions.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women's Business Enterprises (WBE) are explained in the Supplementary Conditions.

Bidders are also reminded that not less than the minimum wages as determined by the Davis Bacon Act and set forth in the Contract Documents must be paid on this project and that the contractor and/or subcontractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

In addition to all of the above listed Federal requirements for work on this project, compliance with the contract Work Hours and Safety Standards Act, Executive Order 11375, Copeland Act, the Clean Air Act, and Water Pollution Control Act, and subsequent amendments to all of the above will be required of contractors and/or subcontractors performing work on this project.

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 14th day of April 2020.

Owner: City of Marshalltown

By: Shari L. Coughenour, CMC

Title: City Clerk

NE FEMA Street Repair
City of Marshalltown Engineering Department
January 9, 2020

Base Bid Schedule – FEMA Street Repairs

Item	Description	Quantity	Unit	Unit Price	Total Price
2.01	Subgrade Preparation	730	SqYd	\$4.00	\$2,920.00
2.02	Modified Subbase Stone, 6-Inch	453.6	Ton	\$24.00	\$10,886.40
6.01	Intake - SW-506	22	Each	\$8,500.00	\$187,000.00
6.02	Connection to Existing Manhole or Intake	22	Each	\$1,000.00	\$22,000.00
6.03	Remove Manhole or Intake	22	Each	\$1,000.00	\$22,000.00
7.01	PCC Pavement 8" - Boxouts	19.4	SqYd	\$105.00	\$2,037.00
7.02	30" Curb and Gutter, 6" depth	858	Ft	\$32.00	\$27,456.00
7.03	HMA Pavement	1,219.7	Ton	\$120.00	\$146,364.00
7.04	HMA Pavement Samples and Testing	1	LS	\$3,500.00	\$3,500.00
7.05	Removal of Sidewalk, Shared Use Path, or Driveway	829	SqYd	\$8.50	\$7,049.90
7.06	Removal of Curb	858	Ft	\$4.00	\$3,432.00
7.07	PCC Sidewalk - 4"	153.3	SqYd	\$50.00	\$7,665.00
7.08	PCC Sidewalk - 6"	154.3	SqYd	\$68.00	\$10,492.40
7.09	PCC Sidewalk - 8"	278.9	SqYd	\$88.00	\$24,543.20
7.10	Detectable Warnings	290	SqFt	\$25.00	\$7,250.00
7.11	Paved Driveways - 8" Alleys	521.8	SqYd	\$70.00	\$36,526.00
7.12	Crack Cleaning and Filling, Emulsion	2,622	FT	\$2.50	\$6,555.00
7.13	Milling	9,992	SqYd	\$2.50	\$24,980.00
7.14	Pavement Removal	148.3	SqYd	\$10.00	\$1,483.00
7.15	Bituminous Seal Coat	8,086	SqYd	\$2.00	\$16,172.00
8.01	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching Type 1	190.0	SqYd	\$5.00	\$950.00
9.02	Watering	8.6	Mgal	\$50.00	\$430.00
9.03	Warranty	1	LS	\$500.00	\$500.00
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,500.00	\$1,500.00
9.05	SWPPP Management	1	LS	\$1,500.00	\$1,500.00
9.06	Inlet Protection Device	22	Each	\$150.00	\$3,300.00
11.01	Construction Survey	1	LS	\$2,500.00	\$2,500.00
11.02	Mobilization	1	LS	\$48,100.00	\$48,100.00
11.03	Maintenance of Postal Service	1	LS	\$1,500.00	\$1,500.00
11.04	Maintenance of Solid Waste Collection	1	LS	\$1,500.00	\$1,500.00
11.05	Concrete Washout	1	LS	\$2,500.00	\$2,500.00
Total Base Bid					\$649,591.90

NE FEMA Street Repair
City of Marshalltown Engineering Department
January 9, 2020

Alternate Bid Schedule 1 – Curb & Gutter Street Repair

Item	Description	Quantity	Unit	Unit Price	Total Price
2.01	Subgrade Preparation	3,330	SqYd	\$4.00	\$13,320.00
2.02	Modified Subbase Stone, 6-Inch	852.9	Ton	\$24.00	\$20,469.60
7.01A	PCC Pavement 8" - Fillets	597.8	SqYd	\$95.00	\$56,791.00
7.02	30" Curb and Gutter	10,436	Ft	\$30.00	\$313,080.00
7.03	HMA Pavement	1,035.9	Ton	\$120.00	\$124,308.00
7.04	HMA Pavement Samples and Testing	1	LS	\$1,500.00	\$1,500.00
7.05	Removal of Sidewalk, Shared Use Path, Driveway, Alley	1,628.0	SqYd	\$8.50	\$13,838.00
7.06	Removal of Curb	10,214.0	Ft	\$4.00	\$40,856.00
7.07	PCC Sidewalk - 4"	10.6	SqYd	\$50.00	\$530.00
7.08	PCC Sidewalk - 6"	200.1	SqYd	\$68.00	\$13,606.80
7.10	Detectable Warnings	288.0	SqFt	\$25.00	\$7,200.00
7.12A	Paved Driveways - 6"	587.6	SqYd	\$60.00	\$35,256.00
7.14	Pavement Removal	5,687.0	SqYd	\$10.00	\$56,870.00
8.01	Temporary Traffic Control	1.0	LS	\$5,000.00	\$5,000.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching Type 1	4,808.0	SqYd	\$3.50	\$16,828.00
9.02	Watering	216.4	Mgal	\$50.00	\$10,820.00
9.03	Warranty	1	LS	\$5,000.00	\$5,000.00
11.01	Construction Survey	1	LS	\$4,500.00	\$4,500.00
11.02	Mobilization	1	LS	\$59,200.00	\$59,200.00
Total Alternate Bid 1					\$798,973.40

RESOLUTION ORDERING CONSTRUCTION OF THE RETAINING WALL AT RIVERVIEW
PARK STORMWATER PUMP STATION 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.
SMW20001

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 Retaining Wall and Paving at Riverview Park Stormwater Park, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. SMW20001, 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 Retaining Wall and Paving at Riverview Park in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SMW20001, 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 Retaining Wall and Paving at Riverview Park 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 day of August, 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 25th day of July 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 12th day of August 2019, 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 23rd day of March, 2020 and signed this _____ day of March 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE TIMBER CREEK PARK BRIDGE
PROJECT PRK18001, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

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 Timber Creek Park Bridge Project No. PRK18001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. PRK18001, 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 Timber Creek Park Bridge Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK18001, 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 Timber Creek Park Bridge 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 April 13th, 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 _April 28, 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 May 11, **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 13th day of April, 2020, and signed this _____ day of April, 2020,.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

April 31, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – Timber Creek Pedestrian Bridge, Project No. PRK18001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Timber Creek Pedestrian Bridge.

Background: Construction includes the replacement of the Timber Creek Pedestrian Bridge that was washed out in 2018. The work requires a longer bridge to span the flood plain and includes the removal of fill material placed when the previous bridge was installed. The new bridge will be approximately 135 feet long.

Budget Impact: This project will be funded with GO revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
TIMBER CREEK PEDESTRIAN BRIDGE
PROJECT NO. PRK18001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE TIMBER CREEK PEDESTRIAN BRIDGE 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 **13th day of April 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. PRK18001, the TIMBER CREEK PEDESTRIAN BRIDGE 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 at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the **28th day of April 2020** for the construction of the TIMBER CREEK PEDESTRIAN BRIDGE as described in the plans and specifications for Project No. PRK-18001, 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 **11th day of May 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 TIMBER CREEK PEDESTRIAN BRIDGE in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK18001 the TIMBER CREEK PEDESTRIAN BRIDGE.

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
2.01	Clearing and Grubbing, Tree Removal, Tree Trimming	1	LS
2.02	Stripping, Salvaging and Spreading Topsoil	506	CuYd
2.03	Earthwork	683	CuYd
2.04	Subgrade Preparation	668	SqYd
7.01	Removal and Disposition of Sidewalk	456	SqYd
7.02	Modified Subbase Stone, 6-Inch	110	Ton
7.03	Sidewalk, PCC, 6-Inch	456	SqYd
8.01	Temporary Traffic Control	1	LS
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	5770	SqYd
9.02	Hydraulic Seeding, Fertilizing, and Mulching - Type 4	6480	SqYd
9.03	Hydraulic Seeding, Fertilizing, and Mulching - Native Seed Mixture	710	SqYd
9.04	Storm Water Pollution Prevention Plan (SWPPP)	1	LS
9.05	SWPPP Management	1	LS
9.06	Silt Fence	871	Ft
9.07	Removal of Sediment	871	Ft

ESTIMATED PROJECT QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
9.08	Removal of Device	871	Ft
9.09	Stabilized Construction Entrance, 3-Inch	22	Ton
9.10	Inlet Protection Device	2	Each
9.11	Safety Rail	34	Ft
10.01	Demolition Work	1	LS
11.01	Construction Survey	1	LS
11.02	Mobilization	1	LS
11.03	Concrete Washout	1	LS
32.01	Pedestrian Bridge	1	LS
32.02	Bridge Abutment	2	Each
32.03	H-Piles or Drilled Piers	120	Ft

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK18001 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. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at:

<https://www.marshalltown-ia.gov/Bids.aspx>

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.

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, 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.

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 **14th day of April 2020**.

Owner: **City of Marshalltown**

By: **Shari L. Coughenour, CMC**

Title: **City Clerk**

Opinion of Probable Costs
Timber Creek Bridge Reconstruction
March 31, 2020
Project No: PRK18001

SUDAS Item No.	Bid Items	Bid Quantity	Unit	Unit Price	Total Price
2.01	Clearing and Grubbing, Tree Removal, Tree Trimming	1	LS	\$3,500.00	\$3,500.00
2.02	Stripping, Salvaging and Spreading Topsoil	506	CuYd	\$10.00	\$5,060.00
2.03	Earthwork	683	CuYd	\$20.00	\$13,660.00
2.04	Subgrade Preparation	668	SqYd	\$3.00	\$2,004.00
7.01	Removal and Disposition of Sidewalk	456.0	SqYd	\$7.00	\$3,192.00
7.02	Modified Subbase Stone, 6-Inch	110.0	Ton	\$30.00	\$3,300.00
7.03	Sidewalk, PCC, 6-Inch	456.0	SqYd	\$55.00	\$25,080.00
8.01	Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	5770	SqYd	\$3.00	\$17,310.00
9.02	Hydraulic Seeding, Fertilizing, and Mulching - Type 4	6480	SqYd	\$2.00	\$12,960.00
9.03	Hydraulic Seeding, Fertilizing, and Mulching - Native Seed Mixture	710	SqYd	\$4.00	\$2,840.00
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,500.00	\$1,500.00
9.05	SWPPP Management	1	LS	\$500.00	\$500.00
9.06	Silt Fence	871	Ft	\$5.00	\$4,355.00
9.07	Removal of Sediment	871	Ft	\$1.00	\$871.00
9.08	Removal of Device	871	Ft	\$2.00	\$1,742.00
9.09	Stabilized Construction Entrance, 3-Inch	22.0	Ton	\$55.00	\$1,210.00
9.10	Inlet Protection Device	2	Each	\$50.00	\$100.00
9.11	Safety Rail	34	Ft	\$100.00	\$3,400.00
10.01	Demolition Work	1	LS	\$10,000.00	\$10,000.00
11.01	Construction Survey	1	LS	\$2,500.00	\$2,500.00
11.02	Mobilization	1	LS	\$35,600.00	\$35,600.00
11.03	Concrete Washout	1	LS	\$1,200.00	\$1,200.00
32.01	Pedestrian Bridge	1	LS	\$215,000.00	\$215,000.00
32.02	Bridge Abutment	2	Each	\$40,000.00	\$80,000.00
32.03	H-Piles or Drilled Piers	180	Ft	\$175.00	\$31,500.00
Construction Sub-Total					\$480,884.00
Contingencies (10%)					\$48,100.00
Total Construction Costs					\$528,984.00

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: Geoff Hubbard, Parks & Recreation Director
Date: April 8, 2020
RE: Coliseum Change Orders 13-

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving the Change Order with Garling Construction for the additional work needed in the Coliseum.

Background: During the demolition of the inside of the Coliseum several items were uncovered that need to be address before construction can begin. There were also some items not address in the plans by the architects/engineers that have now been addressed so changes in the plans are needed to complete the project. Here is a breakdown of each Change Order and the costs. Also attached are each change order and their description.

- COR-13 – \$3,702.76 Add an automatic door opener for handicap accessibility to the main entrance doors on the west side of the building
- COR-14 - \$8,189.33 During demolition on the second floor there are sections of wall that have exposed brick and some that still have plaster on them. Rather than remove all the plaster down to the bare brick it was determined that using metal studs and changing the sheetrock and insulation would provide a better barrier and create less work removing the plaster. The City has purchased all the volleyball equipment for the Coliseum which was included in the bid so that cost is being deducted in this change order
- COR-15 – (-\$1,090.66) This change order is a deduct due to modifications of the folding door bulkheads.

These add up to \$10,801.43

Budget Impact: Please see the attachment for the full breakdown of revenues and expenditures. The change orders, added to the previous 12 change orders, result in a \$144,163.85 project deficit. We are not recommending transferring of LOST or TIF at this time in order to see the impact of future change orders/deducts.

Attachment: Change Orders 13-15

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Expenditures		Funding		
Garling Construction	3,469,000	Insurance- RC	1,658,366	
Alternate 1	22,000	Insurance- ORD	250,000	
Alternate 2	8,500	Donations/Grants	1,350,000	
GTG Bidding Phase	10,100	Alliant Rebate	48,200	
GTG Construction Phase	92,350	City Sources	568,239	
CPMI	160,460	SRC Proceeds	428,239	
Furniture, Fixtures, AV	100,000	TIF Reimb	140,000	
Total	3,862,410		3,874,805	12,395
Change Orders 1-12	145,757.42	(3/23/20)	Deficit	(144,163.85)
Change Orders 13-15	10,801.43	(4/13/20)		

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



2020-

RESOLUTION APPROVING CONTRACT CHANGE ORDERS #13-
15 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION
PROJECT, AN INCREASE OF \$10,801.43

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Veterans Memorial Coliseum Renovation Project; and

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 contract Change Orders #13-15 for the Veterans Memorial Coliseum Renovation Project, in the increased amount of \$10,801.43 is hereby accepted and approved.

Passed this 13th day of April 2020, and signed this _____ day of April 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0013

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Thursday, March 26, 2020
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Project: Vets Memorial Coliseum Marshalltown

Add a Horton 4000 single operator to the north leaf of Opening 115A per RFI005

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00016	Grosse Steel Hdwr Change	Material Expense			-21.000	15.0000	(\$24.15)
00016	Bond	Burden Expense			72.600	0.0000	\$72.60
00016	Orning Glass Auto Operator				2808.000	10.0000	\$3,088.80
00016	Van Maanen - Power				514.100	10.0000	\$565.51

PROPOSAL SUMMARY

Material Expense	(\$24.15)
Burden Expense	\$72.60
	\$3,654.31
Net Costs	\$3,702.76

Proposal Total **\$3,702.76**

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x _____ **Date:** _____

GTG Architects LLC, Architect

Owner: x _____ **Date:** _____

CITY OF MARSHALLTOWN

Douglas R Mertens

PM: x _____ **Date:** _____

Douglas R Mertens, Project Manager



GROSSE STEEL COMPANY

2225 LINCOLN ST

PO BOX 788

CEDAR FALLS, IA 50613

PHONE: 319-277-5900 FAX: 319-277-5902

chad.grossesteel@cfu.net

TO: Garling Const.

DATE: 3-26-20

ATTN: Doug

JOB: Vets Memorial RFI # 5

NUMBER OF PAGES INCLUDING COVER PAGE: 0

COMMENTS:

Deduct \$ 25 from contract amount
to delete electric panic / add Standard
panic w/ pull & exterior cylinder. Add
Master Keyed cylinder.

PLEASE CONTACT US IF YOU EXPERIENCE ANY PROBLEMS WITH THIS TRANSMISSION

THANK YOU,

Doug Mertens

From: John Scheppler <johnsc@orningglass.com>
Sent: Thursday, March 5, 2020 9:37 AM
To: Lesley Peterson
Cc: amy@orningglass.com; Doug Mertens
Subject: [External] RE: 54118-Vets Memorial RFI responses

Mert, here is the revised RFI 005 response with only one closer.

John

RE: Automatic Operators @ Vets Memorial Coliseum Remodel

We propose to furnish and install with one-year parts and labor warranty.

- With (1) Horton 4000 single operators – Door #115A
- With (1) Dark Bronze anodized finish
- With (2) 4.5" stainless steel push buttons for activation
- With (1) Interface modules
- With (1) On/off/hold open switches
- With (1) Caution decals

By Others: 120 volts to operators. Low voltage to electric locking and push buttons. Installer will interface all products, as long as wiring is brought to the operator header. Installer will not run any wiring, or do any interfacing outside operator header.

For the sum of: Two Thousand Eight Hundred Eight dollars **(\$ 2,808.00)**



John Scheppler
Orning Glass Company
515-232-3764 | johnsc@orningglass.com



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

PER RFI-005

3/16/2020

Marshalltown Veterans Memorial Coliseum Renovation

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Provide rough-in for 2 handicap buttons and provide power to auto operator. Connect to nearest 120V circuit. Door operator and buttons provided & installed by others.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	30
3/4" CONN SS STL - EMT	4
3/4" COUPLING SS STL - EMT	1
3/4" POUND ON INSULATING BUSHING	2
CADDY CS812 - 1/2 OR 3/4" EMT OR MC/AC CLIP TO STUD FOR 1 1/2" DEEP BOX	2
3/8" FLEX - ALUMINUM	8
3/8" CONN FLEX DC SQUEEZE STRAIGHT	2
#12 THHN BLACK	60
1/4" POLYROPE	30
DEV BOX 2 1/2" DEEP 1/2" KO REWORK	1
4x 2 1/8" SQ BOX COMB KO	2
4" SQ 1G PLSTR RING 5/8" RISE	1
4" SQ BLANK COVER	1
#6x 3/8 P/H SELF-TAP SCREW	4
H23 - SQ BOX MNTG BRKT TO 2 1/2-3 1/2" STUD	1
Totals	149

Summary

Material		107.64
LABOR	(4.76 Hrs @ \$65.00)	309.40
O&M	(@ 15.000 %)	67.06

Final Amount**\$514.10****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature:

Date:

3/16/20

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

PER RFI-005

3/16/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0014R**

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Monday, March 30, 2020
Project: Vets Memorial Coliseum Marshalltown Field Bulliten #03 Change walls to WT2.9A Added wall to south wall of Concessions 113 Veneer south wall in Mens 206 and Womens 207 R11 Sound Insulation – RFI16 Remove Volleyball Equipment, Install 2 additional post sleeve and paint additional court lines		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00017	PIC - Added Sheet Rock				913.000	10.0000	\$1,004.30
00017	Metal Stud Framing and Insulation - Materials	Material Expense		0.000	2359.000	15.0000	\$2,712.85
00017	Metal Stud Framing and Insulation - Labor	Labor Expense		0.000	6847.000	15.0000	\$7,874.05
00017	Bond	Other Expense		0.000	160.580	0.0000	\$160.58
00017	Volleyball Equipment H2I				-3800.000	10.0000	(\$4,180.00)
00017	Rmv Con - Install Sleeves	Material Expense			120.000	15.0000	\$138.00
00017	Rmv Con - Install Sleeves	Labor Expense			392.000	15.0000	\$450.80
00017	Rmv Con - Install Sleeves	Equipment Expense			25.000	15.0000	\$28.75

PROPOSAL SUMMARY

	(\$3,175.70)
Material Expense	\$2,850.85
Labor Expense	\$8,324.85
Other Expense	\$160.58
Equipment Expense	\$28.75
Net Costs	\$8,189.33

Proposal Total	\$8,189.33
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 PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER 

Architect: x _____ Date: _____
GTG Architects LLC, Architect

Owner: x _____ Date: _____
CITY OF MARSHALLTOWN



PM: x _____ Date: 4-2-20
Douglas R Mertens, Project Manager

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
2nd Floor Stud Framing WT2.9 to WT2.9A															
090-552	Credit WT2.9 - 200 lf	-1	ls	3196.00	-1	ls	2400.00		(3,196.00)	-42.86	(2,400.00)			(5,596.00)	
	WT2.9A - 188' with 165' Ins with 10' of 2.9 at sta	1	ls	3735.00	1	ls	4560.00		3,735.00	81.43	4,560.00			8,295.00	
	PHASE TOTAL														2,699.00
1st Floor Stud Framing WT2.9 to WT2.9A															
090-552	Credit WT2.9 - 200 lf	-1	ls	3196.00	-1	ls	2400.00		(3,196.00)	-42.86	(2,400.00)			(5,596.00)	
	WT2.9A - 188' with 165' Ins with 10' of 2.9 at sta	1	ls	3735.00	1	ls	4560.00		3,735.00	81.43	4,560.00			8,295.00	
	PHASE TOTAL														2,699.00
Concession Stand South Wall 250S125-20 wall with 5/8" Type X															
090-552	24' by 10' Wall - 250S125-20 Studs/Track	1	ls	104.00	1	ls	320.00		104.00	5.71	320.00			424.00	
090-552	Drywall 240 sf	1	sub						0.00	0.00	0.00	360.00		360.00	
	PHASE TOTAL														784.00
Womens 207 and Mens 208 South wall drywall/tile backer veneer															
090-552	5'x34' MR Board	1	sub						0.00	0.00	0.00	298.00		298.00	
090-552	5'x34' tile backer	1	sub						0.00	0.00	0.00	255.00		255.00	
	PHASE TOTAL														553.00
First and Second Floor R11 Sound Insulation															
070-478	R11 Sound @ 14' tall 1st Floor	1	ls	625.00	1	ls	1172.00		625.00	20.93	1,172.00			1,797.00	
070-478	R11 Sound @ 15' tall 2nd Floor	1	ls	552.00	1	ls	1035.00		552.00	18.48	1,035.00			1,587.00	
	PHASE TOTAL														3,384.00
Volleyball Court and Sleeves															
020-051	Sawcut and remove 2 Openings	1	ls		3	hrs	56.00	25.00	0.00	3.00	168.00			193.00	
	Grout Sleeves	10	bags	12.00	4	hrs	56.00		120.00	4.00	224.00			344.00	
090-563	Wood Flooring - Court Paint (no change)														
110-660	Deduct Volley Ball Equipment - H2I	1	sub						0.00	0.00	0.00	(3,800.00)		(3,800.00)	
	PHASE TOTAL														(3,263.00)
	JOB TOTAL							25.00	2,479.00	129.27	7,239.00	(2,887.00)	0.00		6,856.00

NET CHANGE 6,856.00

Sub Mark up 10% (288.70)
Mark up 15% on GC self performed or supplied material 1,461.45

Subtotal Change 8,028.75
Bond 2% 160.58
Total \$8,189.33

Doug Mertens

From: David Deemer <DDeemer@cpmi.com>
Sent: Friday, March 20, 2020 2:04 PM
To: Tyler Baumgarten; Steve Grasso
Cc: Geoff Hubbard; Doug Mertens; Chris Kimm
Subject: [External] Veterans Memorial Coliseum -
Attachments: 200309 FB 03 Exterior Walls and Three Volleyball Courts SIGNED-CPMI comments.pdf

Tyler,
Field Bulletin 03 did not include a few walls needing addressed.

Grid 3 walls on 1st & 2nd floor. Should these be changed to wall type 2.9A without insulation?
Grid I - South walls of Concessions 113 & Restrooms 206 & 207 still have plaster on them. Drawing don't show them being furred out.
Possible to fur these with 2-1/2" metal stud to 6" above ceiling?

Please provide direction to Garling on these.

Thanks,

David Deemer | Project Manager | 641.414.3560



Doug Mertens

From: Doug Mertens
Sent: Monday, March 30, 2020 11:31 AM
To: Kenny Stratton (kenny@piciowa.com); Brian Pruitt
Subject: Vets FG#03

Kenny,

What we discussed on the phone the other day for FB#03 on Vets Mem Col Renovation.

Concession Stand South Wall 250S125-20 wall with 5/8" Type X				
090-552	24' by 10' Wall - 250S125-20 Studs/Track	1	ls	
090-552	Drywall 240 sf	1	sub	360.00
PHASE TOTAL				
Womens 207 and Mens 208 South wall drywall/tile backer veneer				
090-552	5'x34' MR Board	1	sub	298.00
090-552	5'x34' tile backer	1	sub	255.00

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com

Doug Mertens

From: Todd Ellison <TEllison@H2IGroup.com>
Sent: Wednesday, April 1, 2020 12:21 PM
To: Doug Mertens
Subject: [External] RE: Field Bulletin #3

On phone call, deduct **\$3,800** for volleyball equipment.



Todd Ellison | Sales Manager

📞 Office/fax: 319-553-4351 | Cell: 319-415-3378

✉️ TELLISON@H2IGroup.com 🌐 h2igroup.com

📍 3120 Capital Way, Cedar Falls, 50613



From: Doug Mertens <Mert@garlingconstruction.com>
Sent: Wednesday, April 1, 2020 11:00 AM
To: Todd Ellison <TEllison@H2IGroup.com>; Wendall Bergmann <WBergmann@H2IGroup.com>
Subject: Field Bulletin #3

Todd,
Need your credit for not supplying the volleyball nets, posts, pads etc. So I can finish up the COR to the owner.

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0015

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Monday, March 30, 2020
Project: Vets Memorial Coliseum Marshalltown Field Bulletin #04 modify folding door bulkheads.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00018	PIC - Drywall Credit				-937.500	10.0000	(\$1,031.25)
00018	Steel Erectors - Beams				1500.000	10.0000	\$1,650.00
00018	Metal Stud Framing - Mtl	Material Expense			14.150	15.0000	\$16.27
00018	Metal Stud Framing - Lbr	Labor Expense			-1519.000	15.0000	(\$1,746.85)
00018	Rmv LVL - Mtl	Material Expense			-402.000	15.0000	(\$462.30)
00018	Rmv LVL - Lbr	Labor Expense			-600.000	15.0000	(\$690.00)
00018	Grosse Steel BM Mterials	Material Expense			1039.000	15.0000	\$1,194.85
00018	Bond	Other Expense			-21.380		(\$21.38)

PROPOSAL SUMMARY

	\$618.75
Material Expense	\$748.82
Labor Expense	(\$2,436.85)
Other Expense	(\$21.38)
Net Costs	(\$1,090.66)

Proposal Total (\$1,090.66)

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x _____	Date: _____
GTG Architects LLC, Architect	
Owner: x _____	Date: _____
CITY OF MARSHALLTOWN	
PM: x _____	Date: 3-30-20
Douglas R Mertens, Project Manager	

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
2nd Floor Bulkheads - 2 Locations															
090-552	Mtl Stud Framing - Credit	-1	ls	975.40	-1	ls	3448.00		(975.40)	-61.57	(3,448.00)			(4,423.40)	(1,009.50)
	Mtl Stud Framing, Structural Studs at W Beams	1	ls	983.90	1	ls	2430.00		983.90	43.39	2,430.00			3,413.90	
	PHASE TOTAL														
1st Floor Bulkheads - 1 Location															
090-552	Mtl Stud Framing - Credit	-1	ls	487.70	-1	ls	1724.00		(487.70)	-30.79	(1,724.00)			(2,211.70)	(494.95)
	Mtl Stud Framing, Structural Studs at W Beams	1	ls	493.75	1	ls	1223.00		493.75	21.84	1,223.00			1,716.75	
	PHASE TOTAL														
Sheetrock, LVL and Structural Steel															
050-350	Beams W4x13	1	ls	1039.00	1	sub			1,039.00	0.00	0.00	1,500.00		2,539.00	599.50
060-400	1.75" x11.875" x 28' LVL 1.9	-3	ea	134.00	-3	ea	200.00		(402.00)	-10.71	(600.00)			(1,002.00)	
090-552	Drywall Credit	1	sub						0.00	0.00	0.00	(937.50)		(937.50)	
PHASE TOTAL															
JOB TOTAL								0.00	651.55	-37.84	(2,119.00)	562.50	0.00		(904.95)

NET CHANGE (904.95)

Sub Mark up 10% 56.25
Mark up 15% on GC self performed or supplied material (220.12)

Subtotal Change (1,068.82)
Bond 2% (21.38)
Total -\$1,090.19

Doug Mertens

From: Lesley Peterson
Sent: Friday, March 13, 2020 2:38 PM
To: Doug Mertens
Cc: Chris Kimm
Subject: FW: [External] RE: 54118-Vets Memorial RFI014 Folding Partition Head response

Importance: High

Good afternoon
Please see below.
Thank you
Lesley

From: Mark Myers <mark.grossesteel@cfu.net>
Sent: Friday, March 13, 2020 2:32 PM
To: Lesley Peterson <lesleyp@garlingconstruction.com>
Subject: [External] RE: 54118-Vets Memorial RFI014 Folding Partition Head response

Lesley,
If Grosse Steel needs to supply the extra W4x13 beams above the folding partition wall pockets, and the support angles shown in revised detail E2/A502, the additional cost will be **\$1,039.00**.
Thank you.

Mark

From: Lesley Peterson <lesleyp@garlingconstruction.com>
Sent: Friday, March 13, 2020 1:51 PM
To: Aaron Grace <agrace@vanmaanenelectric.com>; Amy Theilen <amy@orningglass.com>; Belson Outdoor <sales@belson.com>; bradrenze@midwestfiresprinkler.com; brian@epcoltdinc.com; Brian Hedburg <bhedburg@thehorizongroupinc.com>; Brian Pruitt <estimates@piciowa.com>; Bryan Plant <bpplants@centurionstoneofiowa.com>; Chad Homewood <chad.grossesteel@cfu.net>; CK Fairco <ckfaircoinc@aol.com>; Colby Storey <colby@moehlmillwork.com>; Colin Neumann <cneumann@forsureroofing.com>; Corey Westra <cwestra@centurionstoneofiowa.com>; Daniel Meier <visionconcretelc@gmail.com>; Jason Flather <jason.flathers@asisignage.com>; John Jensen <j.jensen@crraynordoor.com>; John Scheppler <johnsc@orningglass.com>; Jon Hapke <jon@skoldcompanies.com>; Josiah Taylor <josiaht@phillips-commercial.com>; Kari Tanner <ktanner@okeefe-elevator.com>; Kenny <kenny@piciowa.com>; Kevin "Jake" Jacobs <jake@parkinglotsspecialties.com>; Levi Hoch <Levi@skoldcompanies.com>; Mario <sandyatdmrmarble@aol.com>; Mark Luebbers <mark@bsmqc.com>; Mark Meyer <mark.grossesteel@cfu.net>; markb@phillips-commercial.com; Matt Jensen <mattjensen@constructiowa.com>; Matt Spaulding <matt@pei-wt.com>; Mike Brown <mbrown@okeefe-elevator.com>; Ray Houser <ray@centralstatesscaffolding.com>; Roger Dvorak <dvorak.roger@gmail.com>; Ron Heying <ronh@wilsonrs.com>; Steve Fangman <stevefangman@gmail.com>; Steve Johnson <sjohnson@okeefe-elevator.com>; Todd Ellison <TEllison@H2IGroup.com>; Todd Gebhardt <todd@youngphc.com>; Travis Love <tlove@vanmaanenelectric.com>; Troy Thompson <troy@logancontractors.com>; Wendall Bergmann <WBergmann@H2IGroup.com>
Cc: Doug Mertens <Mert@garlingconstruction.com>; Chris Kimm <CKimm@garlingconstruction.com>
Subject: 54118-Vets Memorial RFI014 Folding Partition Head response
Importance: High

Doug Mertens

From: Doug Mertens
Sent: Monday, March 30, 2020 5:14 PM
To: Kenny Stratton (kenny@piciowa.com); Brian Pruitt
Subject: FB#04 - Bulkhead change at Vets Mem Col Renovation

Kenny/Brian,
Less drywall on new bulkheads

Sheetrock, LVL and Structural Steel			
090-552	Drywall Credit	1	sub (937.50)

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com

Doug Mertens

From: Steve Fangman <stevefangman@gmail.com>
Sent: Friday, March 20, 2020 6:37 AM
To: Doug Mertens
Subject: [External] Re: FW: [External] RE: RFI014 Folding Partition Head

Mert, we are recognizing an additional cost to unload and install these additional support beams in the amount of **\$1,500.**

P.S. are you still looking to install the support angle on the south building wall soon?

On Thu, Mar 19, 2020 at 7:51 AM Doug Mertens <Mert@garlingconstruction.com> wrote:

Field Bulletin 04 has to do with folding partition head and adjusting some cabinets.

Looks like they added some W4x13's to support the stacks, reduce soffit framing, moved walls.

Let me know if you have any questions.

Thank You,

Douglas "Mert" Mertens

Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

2020-

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE ANSON PARK PROJECT, BEING PROJECT NO. PRK19001, WITH A
FINAL PROJECT COST
IN THE AMOUNT OF \$169,082.45

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Anson Park Project, and

WHEREAS, said project has been completed by Caliber Concrete, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the Anson Park Project, being project No. PRK19001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Caliber Concrete, including the payment of the items called for in said contract and Statement of Completion.

Passed this 13th day of April, 2020 and signed this _____ day of April, 2020

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

Anson Park
City of Marshalltown, Iowa

Caliber Concrete LLC
309 Audubon Street P.O. Box 248
Adair, IA 50002

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$169,082.45

Dated this 27th of March 2020

Recommended by Project Manager,

Bolton and Menk, Inc.

By 

Casey Byers, PLA, ASLA, Landscape Architect

Accepted by Owner, City of Marshalltown

By _____

Name _____

Title _____

Date _____



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

April 6, 2020

Geoff Hubbard

RE: The City of Marshalltown
Anson Park
Marshalltown, Iowa

Dear Geoff,

Enclosed is the original of Pay Request #5 in the amount of \$8,454.12 for work completed through March 2020 for your review and acceptance of the above reference project. Pay Request #5 provides final payment for the release of retainage.

The document has been signed by the Project Manager and is recommended for approval at the next City Council Meeting

Sincerely,

Bolton & Menk, Inc.

Casey Byers, PLA, ASLA
Landscape Architect

MARSHALLTOWN

IOWA



BOLTON & MENK

Real People. Real Solutions.

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
The City of Marshalltown		CONTRACTOR (1)
Anson Park		OWNER (1)
Marshalltown Iowa		ENGINEER (1)
BMI PROJECT NO: A13.118742		BONDING CO. (1)
Pay Request Summary		
	Total Approved	Total Completed
Contract Price	\$175,911.95	\$169,082.45
Approved Change Order 1	(\$6,829.50)	
Revised Contract Price	\$169,082.45	
	Retainage (0.00%)	\$0.00
	Liquidated Damages	\$0.00
	Total Earned Less Retainage	\$169,082.45
	Pay Request 1	\$30,211.43
	Pay Request 2	\$85,026.85
	Pay Request 3	\$43,940.35
	Pay Request 4	\$1,449.70
	Pay Request 5	
	Pay Request 6	
	Total Previously Approved	\$160,628.33
	Amount Due This Request	\$8,454.12
	Percent Complete	100.00%

The amount \$8,454.12 is recommended for approval for payment in accordance with the terms of the Contract.

Agreed By:	Recommended By:	Approved By:
Caliber Concrete	Bolton & Menk	City of Marshalltown
Signature:	Signature:	Signature:
Name: Jason Math	Name: Casey Byers	Name:
Title: Co owner	Title: Project Manager	Title:
Date: 4/6/20	Date: 04.06.2020	Date:

Final Pay Estimate

The City of Marshalltown

Anson Park

Marshalltown Iowa

BMI PROJECT NO: A13.118742

WORK COMPLETED THROUGH March 27, 2020

ITEM NO.	SUDAS REF NO.	ITEM			QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE	
			UNIT	UNIT PRICE	CONTRACT QUANTITY	CHANGE ORDER	ACTUAL QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$26.30	337.00	20.00	357.00	\$9,389.10	357.00	\$9,389.10	357.00	\$9,389.10
2	2010-108-G-0	SUBGRADE PREPARATION	SY	\$3.00	1,808.00	-1,468.00	340.00	\$1,020.00	340.00	\$1,020.00	340.00	\$1,020.00
3	2010-108-I-0	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	\$10.32	340.00	0.00	340.00	\$3,508.80	340.00	\$3,508.80	340.00	\$3,508.80
4	4040-108-A-0	SUBDRAIN, HDPE 4 INCH, PERFORATED	LF	\$25.00	100.00	5.00	105.00	\$2,625.00	105.00	\$2,625.00	105.00	\$2,625.00
5	4040-108-A-0	SUBDRAIN, HDPE 4 INCH, NON PERFORATED	LF	\$25.00	41.00	4.00	45.00	\$1,125.00	45.00	\$1,125.00	45.00	\$1,125.00
6	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	\$250.00	4.00	-1.00	3.00	\$750.00	3.00	\$750.00	3.00	\$750.00
7	4040-108-D-0	SUBDRAIN OUTLET	EA	\$250.00	1.00	0.00	1.00	\$250.00	1.00	\$250.00	1.00	\$250.00
8	7010-108-A-0	PAVEEMENT, PCC 6 INCH	SY	\$54.90	289.00	0.00	289.00	\$15,866.10	289.00	\$15,866.10	289.00	\$15,866.10
9	7030-108-A-0	REMOVAL OF SIDEWALK	SY	\$9.00	233.00	64.00	297.00	\$2,673.00	297.00	\$2,673.00	297.00	\$2,673.00
10	7030-108-E-0	SIDEWALK, PCC, 5 INCH	SY	\$46.25	827.00	-66.00	761.00	\$35,196.25	761.00	\$35,196.25	761.00	\$35,196.25
11	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$3.00	550.00	-150.00	400.00	\$1,200.00	400.00	\$1,200.00	400.00	\$1,200.00
12	11010-108-A-1	CONSTRUCTION SURVEY	LS	\$3,500.00	1.00	0.00	1.00	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00
13	11020-108-A-1	MOBILIZATION	LS	\$21,750.00	1.00	0.00	1.00	\$21,750.00	1.00	\$21,750.00	1.00	\$21,750.00
14	11080-108-A-0	CONCRETE WASHOUT	LS	\$1,500.00	1.00	0.00	1.00	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00
15	12020-108-X-3	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	\$27,297.00	1.00	0.00	1.00	\$27,297.00	1.00	\$27,297.00	1.00	\$27,297.00
16	12020-108-X-4	PLAY EQUIPMENT, INSTALLATION	LS	\$9,200.00	1.00	0.00	1.00	\$9,200.00	1.00	\$9,200.00	1.00	\$9,200.00
17	12020-108-X-5	PLAY SURFACING	SF	\$22.54	1,430.00	0.00	1,430.00	\$32,232.20	1,430.00	\$32,232.20	1,430.00	\$32,232.20
		TOTAL AMOUNT:						\$169,082.45		\$169,082.45		\$169,082.45

RESOLUTION TO AUTHORIZE FEDERAL GRANT ASSISTANCE APPLICATION
FOR AIRPORT IMPROVEMENTS FOR THE
MARSHALLTOWN MUNICIPAL AIRPORT
IN THE AMOUNT OF \$120,000.00

WHEREAS, there is herewith submitted to this Council an application for Federal Grant Assistance for THE AIRPORT IMPROVEMENTS for the Marshalltown Municipal Airport, and

WHEREAS, the Council has examined same and consents to the filing of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the application for Federal Grant Assistance for Airport Improvements for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this _____ day of _____, 2020, and signed
this _____ day of _____, 2020.

JOEL GREER, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

AIRPORT STATE FUNDING APPLICATION CHECKLIST

Please attach the following documents with your application.

- ☒ Airport State Funding Application Checklist
- ☒ Project data sheet, including a detailed cost breakdown. Use one for each project.
- ☒ City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- ☒ Five-Year Capital Improvement Program (CIP)
- ☒ Verification that project is identified in a current airport layout plan (ALP) on file with the Iowa Department of Transportation's Aviation Bureau (when applying for new construction of buildings or airfield expansion).
- ☐ Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- ☐ Verification that you have an airport security plan on file with the Iowa DOT's Aviation Bureau (when applying for airport security projects).
- ☒ Protective land use zoning and/or planning (please answer the following).

Height zoning	☒ Yes	Date adopted	<u>12/27/2006</u>	☐ No	☐ Pending
Land use planning/zoning	☒ Yes	Date adopted	<u>03/18/1996</u>	☐ No	☐ Pending
Comprehensive plan adopted with airport land use included			☐ Yes	☐ No	☐ Pending
Other (please explain) _____					
- ☒ Provide verification that you have either updated the www.basedaircraft.com website or submitted based aircraft N - numbers to the Iowa DOT's Aviation Bureau.
- ☒ Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to:

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail: Shane.Wright@iowadot.us
Phone: 515-239-1048
FAX: 515-233-7983

AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal Year: 2021

Submit a separate data sheet for each project.

Airport:	<u>Marshalltown Municipal</u>	Date:	<u>March 30, 2020</u>												
Project Type (Check one only):	☒ Airport Improvement Program (AIP) ☐ Commercial Service Vertical Infrastructure (CSVI) ☐ General Aviation Vertical Infrastructure (GAVI)														
Project Description:	This project constructs a new Rotating Beacon with Tip Down Pole at the Marshalltown Municipal Airport. This project includes demolition of the existing airfield vault, relocation of the existing ASOS power equipment and utility company accommodations.														
Engineering Firm (If unknown, write unknown):	<u>Clapsaddle-Garber Associates</u>														
Shown on current Airport Layout Plan (ALP)	☐ Yes ☒ No	Current ALP Date:	<u>November 29, 2010</u>												
Sketch:	<u>Attach separate sketch from ALP if applicable.</u>														
Project Justification (Include detailed information and data to support need):	The existing rotating beacon is outdated and it is hard to get replacement parts. Additionally the existing beacon is mounted on a tower that is not easily accessible from the ground. The existing location of the rotating beacon is currently in the way of a proposed hangar and terminal construction project. The new beacon and tip down pole would be located adjacent to the relocated electrical vault currently being designed under a federal grant. In addition a room would be constructed in the FBO hangar to relocate the ASOS equipment.														
Detailed Cost Estimate (Attach separate sheet if necessary):	<u>See Attached Estimate</u>														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center;">Amount</th> <th style="width: 35%; text-align: center;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Total Project Cost:</td> <td style="text-align: center;">\$150,000.00</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Local Share:</td> <td style="text-align: center;">\$30,000.00</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>Requested State Share:</td> <td style="text-align: center;">\$120,000.00</td> <td style="text-align: center;">80%</td> </tr> </tbody> </table>				Amount	Percentage	Total Project Cost:	\$150,000.00	100%	Local Share:	\$30,000.00	20%	Requested State Share:	\$120,000.00	80%
	Amount	Percentage													
Total Project Cost:	\$150,000.00	100%													
Local Share:	\$30,000.00	20%													
Requested State Share:	\$120,000.00	80%													

_____ Signature	_____ Sponsor's Title
Mayor	

Please mail, FAX, or e-mail the signed application to:

Attn.: Program Manager
 Aviation Bureau
 Iowa Department of Transportation
 800 Lincoln Way
 Ames, IA 50010

E-mail: Shane.Wright@iowadot.us
 Phone: 515-239-1048
 FAX: 515-233-7983

**FY 21 PROPOSED
BEACON AND SITE
IMPROVEMENTS**

**PROPOSED VAULT
RELOCATION AND
FY 21 ASOS POWER
RACK RELOCATION**

APRON

**EXISTING ROTATING
BEACON AND VAULT**

**PROPOSED 100' X 120'
HANGAR & TERMINAL**

EXISTING TERMINAL
(TO BE REMOVED)

EXISTING
HANGAR
60' DOOR

**FY 21 PROPOSED
ASOS AND SITE
IMPROVEMENTS**

**PROPOSED FY 21
ROTATING BEACON AND
SITE IMPROVEMENTS
MARSHALLTOWN MUNICIPAL AIRPORT**



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com



SCALE 1"=50'
0 50'



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport name, LOCID, city, state Marshalltown Municipal, MIW, Marshalltown, Iowa

Prepared by Clapsaddle Garber Associates Sponsor's email jnickel@marshalltown-ia.gov

Date prepared 3-30-20 Sponsor's signature _____

Sponsor's phone (641) 754-5434 Printed name Justin Nickel

FY	Detailed project/scope description	Funding source	Total estimated cost
2021	Rotating Beacon and Site Improvements	Federal \$120,000 State \$0 Local \$30,000 Total \$150,000	
2023	Pavement Rehabilitation - Runway 18/36	Federal \$1,170,000 State \$0 Local \$130,000 Total \$1,300,000	
2023	Pavement Rehabilitation - Taxiways	Federal \$1,710,000 State \$0 Local \$190,000 Total \$1,900,000	
2025	Pavement Rehabilitation - Runway 13/31	Federal \$3,510,000 State \$0 Local \$390,000 Total \$3,900,000	
		Federal \$ State \$0 Local \$ Total \$0	

Resolution No. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS
FOR IOWA AIRPORT IMPROVEMENT PROGRAM
AND CERTIFYING ELIGIBILITY REQUIREMENTS

WHEREAS, the City of Marshalltown, Iowa desires to make application for fiscal year 2021 General Airport Improvement Program (AIP) funding to the Iowa Department of Transportation for certain improvements at the Marshalltown Municipal Airport as described as follows:

- Rotating Beacon and Site Improvements (AIP)

WHEREAS, if the Rotating Beacon and Site Improvements (AIP) project is selected for funding, the Iowa DOT grant would pay 80% of the project cost and the remaining 20% is required to be paid from local contributions; and

WHEREAS, the preliminary project cost for the Rotating Beacon and Site Improvements (AIP) project has been estimated to be \$150,000 and the 20% local contribution would be \$30,000; and

WHEREAS, the Iowa Department of transportation requires a resolution certifying certain application requirements, commitments, and criteria; and

WHEREAS, on behalf of the City, Clapsaddle-Garber Associates, Inc. has prepared an application describing the proposed improvements.

NOW THEREFORE BE IT RESOLVED THAT:

1. The City hereby endorses the Applications for Iowa Airport Improvement Program funding for said improvements.
2. The Mayor is hereby authorized to sign and submit the Applications.
3. The City hereby commits availability of the local share of the funds as outlined in the Applications.

PASSED AND APPROVED BY THE CITY:

Mayor

ATTEST:

By: _____

Title: _____

Date: _____

Verifications

The undersigned hereby confirms the following application requirements.

Verification of Zoning Ordinance:

- The airport's zoning ordinance is currently available on the airport page on the Iowa DOT website.

Verification of Based Aircraft:

- Based aircraft are up-to-date at www.basedaircraft.com, last updated on March 31, 2020.

By: _____

Title: _____ Mayor _____

Date: _____

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:
The proposed projects occur on the airport and impact only users of the airport. There are no impacts to adjacent land owners.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: _____

Title: Mayor

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 8, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Airport State Funding Application – Iowa DOT for Rotating Beacon and Site Improvements

Policy Issue: City policy requires approval of all Intergovernmental funding applications

Recommendation: Staff recommends approving the funding request to the Iowa DOT for construction not to exceed \$120,000. The City's match will be \$30,000.

Background: This application will request funding for the construction of the Rotating Beacon and site improvements. The DOT will reimburse for eligible costs at 80%, not to exceed \$120,000. The City's match will be \$30,000.

Budget Impact: The Airport grant will fund the construction at approximately 80% of the cost up to \$120,000. The City's match will be \$30,000 and included in the overall project borrowing.

Attachment: Airport State Funding Application.

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT
AND BOND WITH CALIBER CONCRETE
FOR THE WEST END PARK PROJECT PHASE I
IN THE CITY OF MARSHALLTOWN, IOWA BEING
PROJECT NO. PRK19004 IN THE BASE BID AMOUNT OF \$393,841.06 AND ALTERNATE 1 AMOUNT OF
\$39,845.67

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the WEST END PARK PROJECT PHASE 1, being Project No. PRK19004 in the City of Marshalltown, as described in the plans and specifications therefore; and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Total Bid</u>
CALIBER CONCRETE, ADAIR, IOWA	\$433686.73

After consideration of all bids filed, there was determined by the Council that the bid of CALIBER CONCRETE, ADAIR, IOWA, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of CALIBER CONCRETE, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount [writtendollars] (433686.73) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 5. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa.

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

BID SUMMARY

Project Location: Marshalltown, IA
Project Title: West End Park
City of Marshalltown
Project No.: T62.119072
Addendum(s): No. 1 – 3/13/2020

Bid Day/Date: Tuesday, March 31, 2020
Bid Time: 10:00 AM

BIDDERS	CITY	BID BOND	ADDENDUM 1	TOTAL BID
1. Caliber Concrete LLC	Adair	X	X	\$393,841.06
2. Garling Construction, Inc	Belle Plaine	X	X	\$510,070.00

BOLTON & MENK, INC.

Mankato, MN • Fairmont, MN • Sleepy Eye, MN • Burnsville, MN • Chaska, MN • Duluth, MN
Willmar, MN • Ramsey, MN • Maplewood, MN • Rochester, MN • Baxter, MN • Fargo, ND
Algona, IA • Ames, IA • Spencer, IA • Des Moines, IA • Jefferson, IA • Cedar Rapids, IA

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Bolton & Menk is an equal opportunity employer.

TABULATION OF BIDS
West End Park
City of Marshalltown
BMI No. T62.119072
March 31, 2020 @ 10:00AM

1519 Baltimore Drive
Ames, IA 50010
(515) 233-6100



Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Caliber Concrete LLC Adair		Garling Construction, Inc Belle Plaine	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	LS	1	\$2,500.00	\$2,500.00	\$3,631.35	\$3,631.35	\$4,000.00	\$4,000.00
2	TOPSOIL, ON-SITE	CY	341	\$35.00	\$11,935.00	\$28.18	\$9,609.38	\$71.85	\$24,500.85
3	ENGINEERED SOIL	CY	50	\$75.00	\$3,750.00	\$110.00	\$5,500.00	\$140.00	\$7,000.00
4	EXCAVATION, CLASS 13	CY	278	\$30.00	\$8,340.00	\$27.26	\$7,578.28	\$60.79	\$16,899.62
5	MODIFIED SUBBASE, 6 INCH	SY	120	\$12.00	\$1,440.00	\$10.30	\$1,236.00	\$23.33	\$2,799.60
6	EXPLORATORY EXCAVATION	EA	2	\$200.00	\$400.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
7	TRENCH FOUNDATION	TON	10	\$25.00	\$250.00	\$80.00	\$800.00	\$75.00	\$750.00
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	25	\$50.00	\$1,250.00	\$80.00	\$2,000.00	\$60.00	\$1,500.00
9	REMOVAL OF SANITARY SEWER SERVICE	EA	1	\$600.00	\$600.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
10	STORM SEWER, TRENCHED, PVC, 12 INCH	LF	139	\$55.00	\$7,645.00	\$50.00	\$6,950.00	\$120.14	\$16,699.46
11	STORM SEWER, TRENCHED, PVC, 18 INCH	LF	23	\$60.00	\$1,380.00	\$65.00	\$1,495.00	\$243.48	\$5,600.04
12	PIPE APRON, 18 INCH	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00
13	SUBDRAIN, PERFORATED, HDPE, 6 INCH	LF	413	\$17.00	\$7,021.00	\$24.00	\$9,912.00	\$40.00	\$16,520.00
14	SUBDRAIN, NON-PERFORATED, HDPE, 6 INCH	LF	25	\$17.00	\$425.00	\$24.00	\$600.00	\$30.00	\$750.00
15	SUBDRAIN CLEANOUT, TYPE A-2, 6 INCH	EA	6	\$500.00	\$3,000.00	\$325.00	\$1,950.00	\$1,000.00	\$6,000.00
16	REMOVAL OF WATER SERVICE PIPE	EA	1	\$600.00	\$600.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
17	STORM MANHOLE, NYLOPLAST DRAIN BASIN, DOMED GRATE, 15 INCH	EA	3	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$4,000.00	\$12,000.00
18	STORM MANHOLE, NYLOPLAST DRAIN BASIN, SOLID GRATE, 30 INCH	EA	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
19	MANHOLE ADJUSTMENT, MINOR	EA	2	\$750.00	\$1,500.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
20	PAVEMENT, PCC, 6 INCH (SHELTER SLAB)	SY	110	\$70.00	\$7,700.00	\$90.63	\$9,969.30	\$120.00	\$13,200.00
21	SIDEWALK, PCC, 5 INCH	SY	560	\$50.00	\$28,000.00	\$63.66	\$35,649.60	\$65.00	\$36,400.00
22	PAVEMENT REMOVAL	SY	256	\$10.00	\$2,560.00	\$9.00	\$2,304.00	\$45.70	\$11,699.20
23	AGGREGATE, NO. 57 STONE (RAIN GARDEN)	TON	13	\$75.00	\$975.00	\$350.00	\$4,550.00	\$76.92	\$999.96
24	AGGREGATE, NO. 8 STONE (RAIN GARDEN)	TON	2	\$200.00	\$400.00	\$500.00	\$1,000.00	\$400.00	\$800.00
25	AGGREGATE, CRUSHED LIMESTONE	TON	3.5	\$200.00	\$700.00	\$385.00	\$1,347.50	\$142.86	\$500.01
26	SEEDING, FERTILIZING, AND MULCHING, LOW GROW MIX SEEDING	AC	0.1	\$6,000.00	\$600.00	\$7,700.00	\$770.00	\$8,000.00	\$800.00
27	SOD	SQ	170	\$85.00	\$14,450.00	\$61.60	\$10,472.00	\$60.00	\$10,200.00
28	PERENNIAL GROUND COVER (1 GAL)	EA	425	\$18.00	\$7,650.00	\$18.65	\$7,926.25	\$20.00	\$8,500.00
29	TEMPORARY RECP, TYPE 3.A	SY	90	\$7.00	\$630.00	\$3.30	\$297.00	\$3.33	\$299.70
30	TEMPORARY RECP, 2.C	SY	490	\$6.00	\$2,940.00	\$2.75	\$1,347.50	\$3.06	\$1,499.40
31	RIP RAP, CLASS E	TON	100	\$100.00	\$10,000.00	\$50.00	\$5,000.00	\$150.00	\$15,000.00
32	SILT FENCE OR SILT FENCE DITCH CHECK	LF	500	\$3.00	\$1,500.00	\$2.20	\$1,100.00	\$3.00	\$1,500.00
33	TREE PROTECTION	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
34	LIMESTONE RETAINING WALL	TON	12	\$425.00	\$5,100.00	\$900.00	\$10,800.00	\$916.67	\$11,000.04
35	OUTCROPPING BOULDER	TON	45	\$300.00	\$13,500.00	\$385.00	\$17,325.00	\$455.56	\$20,500.20
36	DRY CREEK BED	SF	250	\$15.00	\$3,750.00	\$6.05	\$1,512.50	\$7.60	\$1,900.00
37	CONCRETE STEPS	SF	115	\$65.00	\$7,475.00	\$25.00	\$2,875.00	\$43.48	\$5,000.20
38	HANDRAIL, GALVANIZED	LF	10	\$120.00	\$1,200.00	\$290.00	\$2,900.00	\$100.00	\$1,000.00
39	CONSTRUCTION SURVEY	LS	1	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
40	MOBILIZATION	LS	1	\$37,000.00	\$37,000.00	\$52,000.00	\$52,000.00	\$65,000.00	\$65,000.00
41	CONCRETE WASHOUT	LS	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
42	DRY CREEK BED, BRIDGE	LS	1	\$2,500.00	\$2,500.00	\$1,190.00	\$1,190.00	\$2,500.00	\$2,500.00
43	CLIMBING STRUCTURE, PLAYSCAPE	LS	1	\$20,000.00	\$20,000.00	\$15,450.00	\$15,450.00	\$26,000.00	\$26,000.00
44	SLIDE, PLAYSCAPE	LS	1	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00	\$8,000.00	\$8,000.00
45	PRECAST CONCRETE TUNNEL, PLAYSCAPE	LS	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
46	LOG OBSTACLE COURSE, PLAYSCAPE	LS	1	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	\$4,000.00	\$4,000.00
47	LOG STEPPERS, PLAYSCAPE	EA	56	\$100.00	\$5,600.00	\$41.40	\$2,318.40	\$53.57	\$2,999.92
48	ELECTRICAL COMPONENTS, CONNECTIONS, AND CIRCUITRY	LS	1	\$60,000.00	\$60,000.00	\$56,750.00	\$56,750.00	\$50,000.00	\$50,000.00
49	BOARDWALK	LS	1	\$20,000.00	\$20,000.00	\$18,500.00	\$18,500.00	\$24,000.00	\$24,000.00
50	STEEL EDGING	LF	300	\$12.00	\$3,600.00	\$13.30	\$3,990.00	\$16.67	\$5,001.00
51	ENGINEERED WOOD FIBER MULCH	CY	62	\$150.00	\$9,300.00	\$42.50	\$2,635.00	\$24.19	\$1,499.78
52	PCC PIER FOUNDATIONS, SHELTER	EA	4	\$2,500.00	\$10,000.00	\$400.00	\$1,600.00	\$750.00	\$3,000.00
53	SHELTER INSTALLATION, MATERIALS FURNISHED BY OWNER	LS	1	\$35,000.00	\$35,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID				\$399,166.00		\$393,841.06		\$510,068.98	
ALTERNATE A									
A1	STORM SEWER, TRENCHED, PVC, 6 INCH	LF	62	\$45.00	\$2,790.00	\$32.00	\$1,984.00	\$96.77	\$5,999.74
A2	LINEAR TRENCH DRAIN, NEENAH R-4996-C, TYPE C GRATE, 12 INCH	LF	24	\$100.00	\$2,400.00	\$200.00	\$4,800.00	\$333.33	\$7,999.92
A3	BEAM CURB	LF	81	\$40.00	\$3,240.00	\$50.00	\$4,050.00	\$86.42	\$7,000.02
A4	SIDEWALK, PCC, 5 INCH	SY	37	\$50.00	\$1,850.00	\$63.66	\$2,355.42	\$81.08	\$2,999.96
A5	RIP RAP, CLASS E	TON	65	\$60.00	\$3,900.00	\$65.00	\$4,225.00	\$107.69	\$6,999.85
A6	CHAIN LINK FENCE, BLACK COATED	LF	327	\$75.00	\$24,525.00	\$58.75	\$19,211.25	\$15.29	\$4,999.83
A7	REMOVAL OF FENCE	LF	327	\$10.00	\$3,270.00	\$10.00	\$3,270.00	\$7.95	\$2,599.65
ALTERNATE A BID PRICE				\$41,975.00		\$39,895.67		\$38,598.97	
TOTAL BASE BID PLUS ALTERNATE BID PRICE				\$441,141.00		\$433,736.73		\$548,667.95	



**BOLTON
& MENK**

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1519 Baltimore Drive
Ames, IA 50010-0668

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

April 1st, 2020

City of Marshalltown
Jessica Kinser
24 N Center St
Marshalltown, IA 50158

RE: West End Park
Recommendation of Award
Project No.: T62.119072

Dear Jessica Kinser:

At 10:00 am on March 31st, 2020 bids were received for the West End Park project. The Engineer's Estimate for the base bid of the project was \$399,166.00. Two bids were received, all bidders were responsive, and bids for base bid are summarized as follows:

Bidder	City	Amount
Caliber Concrete LLC	Adair	\$393,841.06
Garling Construction, Inc	Belle Plaine	\$510,068.98

The bid received from Caliber Concrete LLC was 1.3% below the engineers estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder, and was satisfied with responses given.

Therefore, Bolton & Menk, Inc. recommends award of the West End Park project to Caliber Concrete LLC, for the bid amount of \$393,841.06 (Three hundred ninety-three thousand and eight hundred forty-one dollars and six cents).

The bid tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,

Casey Byers, PLA, ASLA
Landscape Architect

BOLTON & MENK, INC.

cc: File w/attachment

**RESOLUTION APPROVING A LEASE OF 109 SOUTH 1ST AVENUE (FIRE STATION)
TO MARSHALL COUNTY**

WHEREAS, the City of Marshalltown owns a vacated property at 109 South 1st Avenue which was formerly used as the Fire Station; and

WHEREAS, Marshall County is seeking a location for the June 2020 primary elections to be located, as the County Annex Building will be unavailable due to repairs; and

WHEREAS, the City of Marshalltown will not be able to proceed with a public auction of 109 South 1st Avenue until COVID-19 related restrictions will allow for groups greater than 25 people;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached lease with Marshall County for two-months is hereby approved.

Passed this 13th day of April, 2020 and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



NAN BENSON
AUDITOR AND RECORDER / COMMISSIONER OF ELECTIONS
MARSHALL COUNTY, IOWA

1 E. Main St.
Marshalltown, IA 50158
Phone (641)754-6323
Fax (641)754-6321

Assistant Auditors:
Whitney Hunt, Real Estate
Cindy Reutzel, Elections
Mary Stubbs, Accounting

March 31, 2020

Dear Members of the Marshalltown City Council,

I am writing today with a request for assistance. With the ongoing repairs and renovations of Marshall County's downtown facilities, we find ourselves in need of a building to use as our in-person and mailing absentee voting location. We are unable to use the Great Western Bank due to limited hours of access, and will soon be starting repairs on our current location, the annex building. With no suitable space to use, we find ourselves in need of yet another alternate location that is close to the courthouse, and allows access in the evening hours.

We believe the vacant fire station to be a perfect solution and we are asking for your consideration in allowing us to use it. The use of the Fire Station would greatly assist my staff in the transporting election materials and equipment. Keeping our election locations downtown will streamline our processes, and make a stressful time easier on my staff. It is imperative we function as securely and efficiently as possible due this being a Primary Election which is a Federal, State, and County Election.

Thank you in advance for your consideration of this request. It is our ongoing hope that we can continue to lend a hand to each other in these strange times, so that the needs of the citizens of Marshalltown and Marshall County are met.

Respectfully,

Nan Benson
Auditor/Recorder and Commissioner of Elections



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into on April ____, 2020, by and between The City of Marshalltown, Iowa ("Landlord"), whose address, for the purpose of this lease, is 24 North Center Street, Marshalltown, Iowa 50158, and Marshall County, Iowa ("Tenant"), whose address for the purpose of this lease is 1 E. Main Street, Marshalltown, Iowa 50158.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Marshall County, Iowa:

Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21, Town of Marshall, Marshall County, Iowa.

(locally known as: 109 S. 1st Avenue and 8 E. Linn Street, Marshalltown, Iowa)

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on April 15, 2020, and ending on June 15, 2020, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$2,000.00 per month, in advance commencing on April 15, 2020, and on the 15th day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.
4. **USE.** Tenant shall use the premises only for purposes of providing an in-person and mailing absentee voting location.
5. **CARE AND MAINTENANCE.**

A. Tenant takes the premises as is, except as herein provided.

B. Landlord shall keep the following in good repair: (roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows and window glass)

_____,
Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements

and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises and shall provide for all trash and garbage removal.

6. **UTILITIES AND SERVICES.** Landlord shall pay for all utilities and services which may be used on the premises with the exception of trash and garbage removal which are to be provided by the Tenant. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
 - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within 20 days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during this lease, shall have the right to maintain on the premises a "For Sale" sign. Tenant will permit prospective buyers to examine the premises by prior arrangement.

- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 19. ADDITIONAL PROVISIONS:**
- A.** Landlord has currently listed this property for sale by auction. Said auction is currently postponed as a result of a Governor's Proclamation limiting public gatherings to 10 people. If the auction is rescheduled during the term of this lease, Tenant agrees that said auction may take place on the site, but must comply with Tenants requirements to ensure safety of ballots.
 - B.** Any examination of the property by a prospective buyer will require that arrangements must be cleared by Tenant to provide a staff person to be present on site to ensure the protection and safety of ballots.
 - C.** Tenant shall be allowed to rekey the office portion of the property during the term of this lease. Tenant agrees that all doors which are rekeyed by Tenant shall be rekeyed back to their original state at the conclusion of this lease.

City of Marshalltown, Landlord

Marshall County, Iowa, Tenant

by _____

by _____

RESOLUTION 2020-___ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 7TH AVENUE & SOUTHRIDGE SUB, PROJECT NO. ECO18001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 7th Ave & Southridge Sub, Project No. ECO18001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No ECO18001, being the 7th Ave & Southridge Sub in the city of Marshalltown, Iowa.

Passed this 13th day of April, 2020, and signed this ___ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

Authorizing Resolution

We, hereby, authorize Joel Greer

(Name of Authorized Signatory)

on behalf of City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.18167727 % of formula funds;
\$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ 211895

From statewide federal capital assistance for transit:

\$ 0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 13 day of April, 2020

Name: _____
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer)

Title: Mayor

Address: 24 North Center Street, Marshalltown, Iowa 50158

Telephone: 641-754-5701

Labor Protection Agreement

The City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

as an applicant for federal non-urbanized area agrees that in the absence of a waiver by the Department of Labor, the terms and conditions of the Special Warranty Arrangement For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects Pursuant to Section 5333(b) of Title 49, of the U.S. Code, Chapter 53 (hereinafter referred to as "Warranty"), shall apply for the protection of the employees of any employer providing transportation services assisted by the project and the employees of any other surface public transportation providers in the transportation service area of the Project. The Warranty shall be made part of the contract of assistance with the Iowa Department of Transportation and shall be binding and enforceable by and upon the parties thereto, by any covered employee or his/her representative.

Additionally, pursuant to the Department of Labor's procedures for application of the Warranty, included with this submission is a listing of all transportation providers which will be recipients of transportation assistance funded by the Project, a listing of other transportation providers in the geographic area of such Project, and any labor organization representing the employees of such providers.

I further certify that I have read and understand the terms and conditions of the Warranty, which can be found at http://www.dol.gov/olms/regs/compliance//transit/07_Special_Warranty.htm

Signature

Joel Greer

Print Name

Mayor

Title

City of Marshalltown

Name of Organization

Date Signed

Listing of Surface Transportation Providers in Project Area

Table 1: Transit Providers Operating Under Authority of Applicant

Note: List applicant as number one if it actually operates/provides services

Provider Operating Under Contract to (Legal Name of Applicant)								
City of Marshalltown/Marshalltown Municipal Transit								
List transit operations showing their current status as of (date)		Use Union Code		check if Yes				
April 13, 2020								
Union Code		Union Local Number	Union/ Bargaining Unit	Crosses Urban Boundary	Crosses Regional Boundary	Crosses State Boundary	Receiving Public Money	Private-For-Profit
Address and e-Mail Address must be included for all agencies with a union affiliation.								
1.	PeopleRides 903 East Main Street Marshalltown, Iowa 50158 mwymore@region6planning.org			☒	☒	☐	☒	☐
2.				☐	☐	☐	☐	☐
3.				☐	☐	☐	☐	☐
4.				☐	☐	☐	☐	☐
5.				☐	☐	☐	☐	☐
6.				☐	☐	☐	☐	☐
7.				☐	☐	☐	☐	☐

Listing of Surface Transportation Providers in Project Area

Table 2: Transit Providers Not Operating Under Authority of Applicant

List all other public, private, and non-profit transportation providers which operate or offer services in Applicant's service area, including intercity bus companies, taxis, and social service agencies.

Services/Programs Operating Independently From: (Legal Name of Applicant)

City of Marshalltown/Marshalltown Municipal Transit

List transit operations showing their current status as of (date)		Use Union Code	check if Yes					
April 13, 2020			Union Local Number	Union/ Bargaining Unit	Crosses Urban Boundary	Crosses Regional Boundary	Crosses State Boundary	Receiving Public Money
Union Code ATU - Amalgamated Transit Union; AFSCME - American Federation of State, County, and Municipal Employees; IBEW - International Brotherhood of Electrical Workers; IBT - International Brotherhood of Teamsters; IUOE - International Union of Operating Engineers; IUPAT - International Union of Painters and Allied Trades; NONE; OTHER								
Address and e-Mail Address must be included								
1.	Cabs of Marshalltown 3008 South Center Street Marshalltown, Iowa 50158 janice@cabsofmarshalltown.com			☒	☒	☐	☐	☒
2.	Iowa Veterans' Home 1301 Summit Street Marshalltown, Iowa 50158 641-752-1501			☒	☒	☐	☒	☐
3.				☐	☐	☐	☐	☐
4.				☐	☐	☐	☐	☐
5.				☐	☐	☐	☐	☐
6.				☐	☐	☐	☐	☐
7.				☐	☐	☐	☐	☐
		rortega	rortega@m					

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief that:

- (1) All costs and information included in this proposal dated April 13, 2020 to establish cost allocations or billings for **FY2021** are allowable in accordance with (please check the applicable CFR):
 - ☐ 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments.", or
 - ☐ 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations."
- (2) All costs have been accorded consistent treatment in accordance with generally accepted accounting principles,
- (3) An adequate accounting and statistical system exists to support claims that will be made under the Plan,
- (4) The information provided in support of the Cost Allocation Plan is accurate, and
- (5) All federally unallowable costs have been excluded from allocations.

I declare under penalty of perjury that the foregoing is true and correct.

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

Joel Greer

Print Name

Mayor

Title

City of Marshalltown

Name of Organization

rortega@marshalltown-ia.gov

Date Signed

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal dated 4/13/2020 to establish billing or final indirect costs for **FY2021** are allowable in accordance with the requirements of the Federal award(s) to which they apply and (please check the applicable CFR):

- ☒ 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments.", or
☐ 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations."

All unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan or indirect cost rate proposal.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the Federal Government will be notified of any accounting changes that would affect the negotiated rate (if any).

Subject to the provisions of the Program Fraud Civil Remedies Act of 1986, (31 USC 3801 et seq.), and the Department of Labor's implementing regulations, (29 CFR Part 22), the False Claims Act (18 USC 287 and 31 USC 3729); and the False Statement Act (18 USC 1001), I declare to the best of my knowledge that the foregoing is true and correct.

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

Joel Greer

Print Name

Mayor

Title

City of Marshalltown

Name of Organization

ro
Date Signed

Performance Management Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, [23 CFR 450.314 \(h\)](#) requires the MPO(s), State(s), and the providers of public transportation to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

Iowa DOT and large urban public transit providers hereby agree to share transit asset management data, targets, and plans as follows:

- Iowa DOT will set statewide group asset management targets for small urban and rural providers. Iowa DOT will share these targets with large urban providers once they have been set.
- Large urban providers will set their own asset management targets and report them to the National Transit Database. Large urban providers will share these targets with the Iowa DOT once they have been set.
- Iowa DOT will complete a transit asset management group plan for small urban and rural providers. Iowa DOT will share this plan with large urban providers once it is complete.
- Large urban providers will complete their own transit asset management plans. Large urban providers will share these plans with the Iowa DOT once they are complete.
- Iowa DOT and large urban providers may, on occasion, work cooperatively on related transit asset management activities by mutual agreement. This may include efforts such as sharing tools and guidance related to asset management.

Signature

Joel Greer

Print Name

Mayor

Title

City of Marshalltown

Name of Organization

Date Signed

LOBBYING COST CERTIFICATE

I hereby certify that City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

has complied with the requirements and standards on lobbying costs in 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations." for **FY2021** in that:

- (1) No costs are used to attempt to influence outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity.
- (2) No costs are used to establish, administer, contribute to, or pay the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections.
- (3) No costs are used to attempt to influence and Federal or State legislation enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation or by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to, or participate in, any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- (4) No costs are used for legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying

I declare under penalty of perjury that the foregoing is true and **correct.**

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.
--

Signature

Joel Greer

Print Name

Mayor

Title

City of Marshalltown

Name of Organization

Date Signed

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Marshalltown/Marshalltown Municipal Transit

The Applicant certifies to the applicable provisions of categories 01–20. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Lobbying	
05 Private Sector Protections	
06 Transit Asset Management Plan	
07 Rolling Stock Buy America Reviews and Bus Testing	
08 Urbanized Area Formula Grants Program	
09 Formula Grants for Rural Areas	
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Marshalltown/Marshalltown Municipal Transit

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

MARSHALLTOWN

— I O W A —

Municipal Transit Office

Kevin Pigors, Transit Administrator
Marcia Brown, Operations Assistant
905 E. Main Street
Marshalltown, IA 50158
Tel - (641) 754-5719
Fax - (641) 754-5748

April 13, 2020

To: Mayor Joel T. S. Greer
Members of the City Council

From: **Kevin Pigors**
Transit Administrator

Re: Iowa DOT Transit Funding Application

Policy Issue: City policy requires approval by resolution to apply for State funding

Recommendation: Staff recommends approving the resolution authorizing application to the Iowa Department of Transportation for transit funding as expressed by the certifications and assurances enclosed.

Background: Each year we apply for funding from the Iowa Department of Transportation to receive both state and federal dollars to cover the day-to-day expenses of the transit division for the following fiscal year. We are anticipating \$178,862 from the state and \$211,895 from the Federal Transit Administration.

Budget Impact: There is no expenditure with this Agreement. It is revenue for the daily operations of the transit division for the fiscal year 2020 - 2021.

Attachment: Certifications and Assurances

cc: Jessica Kinser, City Administrator

City Council
Bill Martin, Al Hoop, Leon Lamer,
Susan Cahill, Mike Gowdy, Bethany Wirin



MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☒ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- ☒ Women ☒ Persons with a disability ☒ Blacks ☒ Latinos ☒ Asians
☒ Pacific Islanders ☒ American Indians ☐ Alaskan Native Americans ☒ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. There will be no changes in service and there will be no significant changes on the fixed routes resulting in any environmental impacts.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: Mayor

Definitions

“Minority Persons,” as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability,” as defined in Iowa Code Section 15.102, subsection 7, paragraph “b,” subparagraph (1):

b. As used in this subsection:

- (1) “*Disability*” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

“*Disability*” does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency,” as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the FY 2021 Consolidated Transit Funding Application for the Marshalltown Municipal Transit public transit program on April 13, 2020 at 5:30 p.m. at the Marshalltown City Hall Council Chambers at 10 W State St, Marshalltown. Copies of the application are available for viewing at the Marshalltown Municipal Transit office at 905 E. Main Street, Marshalltown. Phone 641-754-5719.

Marshalltown Transit will be applying for the following projects:

\$178,862	State Transit Assistance
\$211,895	Federal Transit Administration (FTA) – 5311 Nonurbanized Formula Program

The federal/state funds listed above will be matched with local funds.

Kevin Pigors
Marshalltown Municipal Transit

ADNo: 28669 Customer Number: L02000
Customer Name: Company: CITY OF MARSHALLTOWN
Address: 24 NORTH CENTER STRE
City/St/Zip: MARSHALLTOWN ,IA 50518
Phone: (641) 754-5701 Solicitor: 01
Category: 10 Class: 1000 Rate: LE-0 Start: 3-11-2020 Stop: 3-11-2020
Lines: 39 Inches: 4.08 Words: 126

Credit Card: Expire:
Order Number:
Cost: 17.36 Extra Charges: .00 Adjustments: .00
Payments: .00 Discount: .00
Balance: 17.36

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the FY 2021 Consolidated Transit Funding Application for the Marshalltown Municipal Transit public transit program on April 13, 2020 at 5:30 p.m. at the Marshalltown City Hall Council Chambers at 10 W State St, Marshalltown. Copies of the application are available for viewing at the Marshalltown Municipal Transit office at 905 E. Main Street, Marshalltown. Phone 641-754-5719.

Marshalltown Transit will be applying for the following projects:
\$178,862 State Transit Assistance
\$211,895 Federal Transit Administration (FTA) - 5311 Nonurbanized Formula Program
The federal/state funds listed above will be matched with local funds.

Kevin Pigors
Marshalltown Municipal Transit

Shari L. Coughenour, CMC,
City Clerk
City of Marshalltown
-----28669

RESOLUTION APPROVING THE FY 2019 CONSOLIDATED TRANSIT FUNDING
APPLICATION FOR
THE MARSHALLTOWN MUNICIPAL TRANSIT PUBLIC TRANSIT PROGRAM

WHEREAS, the City of Marshalltown, Iowa, duly held a public hearing for the FY 2019 Consolidated Transit Funding Application for Marshalltown Municipal Transit public transit program; and

WHEREAS, the City Council of Marshalltown finds this action is in the best interest of the City.

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

Section 1. The council approved the public hearing for the FY 2019 Consolidated Transit Funding Application for Marshalltown Municipal Transit public transit program on April 13, 2020 at 5:30 p.m. at the Marshalltown City Hall Council Chambers at 10 W. State Street, Marshalltown.

Section 2. Copies of the application are available for viewing at the Marshalltown Municipal Transit office at 905 E. Main Street, Marshalltown. Phone 641-754-5719.

Section 3. The City of Marshalltown will be applying for the following projects: \$157,027 State Transit Assistance and \$189,782 Federal Transit Administration (FTA) - 5311 Nonurbanized Formula Program. The federal/state funds listed above will be matched with local funds.

Section 4. The Mayor and Clerk are authorized to perform actions to effectuate this Resolution.

Passed this 13th day of April 2020, and signed this _____ day of April 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

APPROVE LOAN AGREEMENT WITH
IOWA ECONOMIC DEVELOPMENT
AUTHORITY

422742-39 2020-098

Marshalltown, Iowa

April 13, 2020

The City Council of the City of Marshalltown, Iowa, met on April 13, 2020 at 7:00 p.m.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were in attendance

Present: _____

Absent: _____.

It was reported that a notice of intention to hold a hearing on entering into a loan agreement with the Iowa Economic Development Authority related to a forgivable loan in a principal amount not to exceed \$500,000 from the Nuisance Property and Abandoned Building Remediation Loan Fund had been duly published as provided by law and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City.

The City Clerk announced that no written objections had been placed on file. The Mayor called for any written or oral objections, and the following persons presented comments:

(List names of persons making or filing comments)

There being no further comments, the Mayor closed the public hearing.

Council Member _____ introduced the resolution next hereinafter set out, related to entering into a Loan Agreement and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2020-098

RESOLUTION 2020-098 APPROVING LOAN AGREEMENT WITH IOWA
ECONOMIC DEVELOPMENT AUTHORITY'S NUISANCE PROPERTY
AND ABANDONED BUILDING REMEDIATION LOAN FUND

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has proposed to enter into a loan agreement (the "Loan Agreement") with the Iowa Economic Development Authority related to a forgivable loan in a principal amount not to exceed \$500,000 from the Nuisance Property and Abandoned Building Remediation Loan Fund and has published notice of the proposed action and has held a hearing thereon;

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

Section 1. The Loan Agreement, in substantially the form in which it has been submitted to this Council, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Loan Agreement on behalf of the City, with such changes as may be recommended by the City Attorney or special counsel to the City.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 13, 2020.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of that portion of a meeting of the Council held on April 13, 2020, related to the authorization of a loan agreement with the Iowa Economic Development Authority.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

200 East Grand Avenue | Des Moines, Iowa 50309 USA | Phone: 515.348.6200

iowaeconomicdevelopment.com



March 3, 2020

Honorable Joel Greer
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

SUBJECT: Nuisance Property and Abandoned Building Remediation Assistance Loan Program Award and Contract City of Marshalltown 20-NPAB-002

Dear Mayor Greer:

I am pleased to inform you of the approval of your application for the Nuisance Property and Abandoned Building Remediation Assistance Loan program ("Program") for the City of Marshalltown for a loan in the amount of \$500,000.

This approval remains subject to the requirements of the Program as set forth in Iowa Code section 15.338, as enacted by 2015 Iowa Acts, chapter 136, section 48 Iowa Code Chapter 15.351-15.356 and Iowa Administrative Code 261, Chapter 22. Loan monies can be utilized for the demolition or remediation and reuse of primarily residential, but also commercial, industrial or institutional structures.

Communities may use funds only for costs directly related to the project as proposed within an application. The authority will require documentation or other information establishing the actual costs incurred for a project. The amounts of any lien created for costs related to remediation cannot be paid with Nuisance Property and Abandoned Building Remediation program funds.

The amount of the loan, term, interest rate, repayment schedule, and other terms are included in the enclosed contract and promissory note between the community and IEDA. Please review the document thoroughly. Once signed, please return the original signed contract, amortization schedule and promissory note to Hayley Crozier at IEDA, **1963 Bell Avenue, Des Moines, IA 50315**. Upon receipt of your signed contract, amortization schedule and promissory note we will execute and upload a copy to your IowaGrants.gov account where you can access your records.

If you should have any questions about the Nuisance Property and Abandoned Building Remediation Assistance Loan Program, please contact your project manager, Ed Basch, at 515.348.6208 or by e-mail at Ed.Basch@IowaEDA.com.

IEDA looks forward to working with you on this project.

Sincerely,

A blue ink signature of Deborah V. Durham, written in a cursive style.

Deborah V. Durham
Director

File: IowaGrants.gov



**IOWA ECONOMIC DEVELOPMENT AUTHORITY
NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND
LOAN AGREEMENT**

RECIPIENT:	City of Marshalltown
AGREEMENT NUMBER:	20-NPAB-002
AWARD DATE:	03/03/2020
LOAN AMOUNT:	\$500,000
MATURITY DATE:	03/03/2025

THIS NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND LOAN AGREEMENT (the "**Agreement**") is made as of the Award Date by the IOWA ECONOMIC DEVELOPMENT AUTHORITY ("**IEDA**"), 1563 Bell Avenue, Des Moines, Iowa 50315 and the City of Marshalltown, Iowa ("**Recipient**"), 24 North Center Street, Marshalltown Iowa 50158

WHEREAS, the Recipient submitted an application to IEDA through IowaGrants.gov requesting financial assistance through the Nuisance Property and Abandoned Building Remediation Loan Fund program (the "**Program**") described at *Iowa Code* section 15.338, including providing a Project description and Project budget as described in Attachment A (the "**Project**"); and

WHEREAS, the Iowa Economic Development Authority Director ("**Director**") approved the application and awarded the Recipient a maximum of \$500,000 in financial assistance; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient and IEDA agree to the following terms:

1. Definitions.

a. "**Costs Directly Related**" means expenditures that are incurred for acquisition, demolition, disposal, redevelopment, or rehabilitation of a project to the extent they are attributable directly to the remediation or redevelopment of the property or its improvements. Examples of "Costs Directly Related" and expenditures that are not included as "Costs Directly Related" are set out 261 *Iowa Administrative Code* (IAC) 22.2.

b. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage awards received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

c. "**Project**" means a proposed plan for the remediation or redevelopment of nuisance properties in a city.

d. "**Public Nuisance**" means a building that is a menace to the public health, welfare, or safety, or that is structurally unsafe, unsanitary, or not provided with adequate safe egresses, or that constitutes a fire hazard, or is otherwise dangerous to human life, or that in relation to the existing use constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. "Public Nuisance" includes buildings with blighting characteristics as defined by *Iowa Code* section 402.3.

e. "**Redevelopment**" means development activities associated with a project that are undertaken either for the purpose of remediating nuisance or abandoned properties, for constructing new buildings or improvements at a site where formerly existing buildings have been demolished, or for

rehabilitating, reusing or repurposing existing buildings or improvements at a project site.

f. “Remediation” or “Remediating” means the demolition, disposal, removal, repair, improvement, or rehabilitation of nuisance property or abandoned buildings at a site included in a project.

2. General Loan Terms. The general terms of the Loan are as follows:

Maturity Date:	March 3, 2025
Interest Rate:	0%
Loan Amount:	\$500,000
Disbursement of funds:	Requests for disbursement of funds shall be made through IowaGrants.gov using a General Accounting Expenditure ("GAX") form. The Recipient will submit proof of incurred or paid costs and documentation of any other matching funds Directly Related to the Project in support of each GAX. IEDA will review each GAX and supporting documentation, determine whether the incurred or paid costs submitted are Costs Directly Related to the Project and, if so, approve disbursement of funds. No request for disbursement shall be for an amount less than \$25,000. Project shall be completed by no later than March 3, 2022.
Repayment Due Date:	March 3, 2025
Repayment Terms:	Recipient to repay full loan amount due by March 3, 2025, provided that the loan is forgivable if terms for forgiveness of the loan have been satisfied. If not forgiven, an amortization schedule will be prepared.
Property(ies) Address / Geographic description of areas boundaries:	Selected downtown structures in the City of Marshalltown focusing upon exposed walls.
Purpose:	Selected property demolition and re-construction activities.

3. Agreement term. This Agreement shall be in full force and effect from complete execution of this Agreement until the Loan is repaid in full.

4. Covenants. The Recipient covenants as follows:

- a. It shall use the loan only for Costs Directly Related to the Project.
- b. The Public Nuisance for which the loan shall be used for Redevelopment or Remediation meets the definition of a “public nuisance” as defined herein and in applicable administrative rules.
- c. The information contained in the Recipient’s “Budget Activity” and the Recipient’s Loan Application, both contained in the Recipient’s IowaGrants.gov account, and other documents incorporated by this Agreement is true and accurate to the best of the Recipient’s knowledge and belief.
- d. Throughout the term of this Agreement, the Recipient shall remain eligible for and comply with the requirements of the Program described at *Iowa Code* section 15.338, 261 IAC Chapter 22, and the provisions of this Agreement.

5. Loan repayment terms. The Recipient shall repay the Loan on or before the Repayment Due Date. However, no repayment will be required, and the loan will be forgiven, if IEDA determines that the Recipient has completed the Project by the Project ending date of March 3, 2022. The IEDA shall make the final determination as to whether Project activities and costs satisfy Program requirements and whether the Recipient completed the Project on or before the above mentioned date.

6. Early repayment. The outstanding balance of the Loan may be prepaid in whole or in part without premium or penalty.

7. Acceleration upon default. In the event of an unremedied Event of Default under this Agreement, IEDA may declare the entire unpaid principal immediately due and payable.

8. Default. An unremedied Event of Default may result in termination of this Agreement and repayment of all or a portion of the Loan disbursed to Recipient plus default interest at a rate of 6% per annum and costs. Any one or more of the following shall constitute an Event of Default under this Agreement:

- a. Failure to make a payment when due (whether by lapse of time, acceleration or otherwise) for more than ten (10) business days of the due date thereof of any Loan; or
- b. Default in the observance or performance of any term of any Security Document required by this Agreement beyond any applicable grace period set forth therein or any deficient or not perfected security interest in the appropriate priority; or
- c. Default in the observance or performance of any other provision of this Agreement; or
- d. Any representation or warranty made by the Recipient in this Agreement or in any statement or certificate furnished by it pursuant to this Agreement, or made by the Recipient as found in the Recipient's IowaGrants.gov account, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof or the Recipient breaches any covenant set out herein; or
- e. Any change in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Agreement, including, without limitation, judgments entered against the Recipient; or
- f. IEDA in good faith deems the Recipient insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement, or the performance of or observance of the covenants in this Agreement, is or will be materially impaired; or
- g. The Recipient or the Recipient's contractor(s) fails to employ only individuals legally authorized to work in this state.

9. Prohibition of assignment or transferability. The Recipient shall not sell, trade, transfer or otherwise assign any portion of the loan or any obligation to repay any portion of the Loan, except as expressly stipulated in this Agreement.

10. Security. The Recipient shall secure this Agreement by pledging local city funds, including, but not limited to, General Obligation bonds, revenue bonds, tax receipts, user fees, and other local sources.

11. Disbursements of Award Funds. The obligation of IEDA to disburse funds under this Agreement shall be subject to the conditions described in this section. Recipient shall submit requests for disbursement of funds. The minimum request for disbursement shall be \$25,000. Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Agreement in the form and content required by IEDA. Recipient shall review all disbursement requests and verify that claimed expenditures or incurred costs are allowable costs. The Recipient shall maintain documentation

adequate to support the claimed costs. Funds will not be disbursed until IEDA has received each of the following documents, properly executed and completed, and approved by IEDA as to form and substance:

- a. Fully executed agreement.
- b. A fully executed Promissory Note, in the form found in Exhibit A.
- c. IEDA shall have received such other contracts, instruments, documents, certificates and opinions as the IEDA may reasonably request.
- d. Requests for disbursement.

12. Representations and warranties. The Recipient represents and warrants to IEDA as follows:

- a. The Recipient has full right and authority to enter into this Agreement. The person signing this Agreement has full authority on behalf of Recipient to:
 - i. Sign this Agreement, and
 - ii. Issue Promissory Notes on behalf of the Recipient, and
 - iii. Secure Recipient's obligations under this Agreement, if required, and
 - iv. Obligate the Recipient to perform each and all of the obligations under the Agreement.
- b. The Recipient shall use the Loan only for the Purpose described in this Agreement.
- c. Since the IEDA awarded the Loan, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.
- d. The statements and other information furnished to the IEDA and its agents by Recipient in its application and in connection with the negotiation of this agreement do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading.
- e. The Recipient owns, possesses, or has the right to use all necessary property, intellectual, personal, real or otherwise, and has all necessary permits to conduct its business.
- f. There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient threatened, against the Recipient, which if adversely determined, would result in any material adverse change in the financial condition of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.
- g. The Recipient is not in default under the terms or any covenant, indenture or Agreement of or affecting the Recipient, which default, if uncured, would have a material adverse effect on its financial condition of the Recipient.
- h. No default or event of default described in this Agreement has occurred or is continuing.
- i. These warranties and representations are made as of the Recipient's execution of this Agreement and shall be deemed to be renewed and restated by the Recipient at the time of each request for disbursement of the Loan.

13. Records. The Recipient is required to maintain its books, records and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by IEDA. Records to verify compliance with the terms of this Agreement shall be available at all times and made available to IEDA and its designees at places and times designated by IEDA for the duration of this Agreement and any extensions thereof. Recipient shall make its records available to: (i) IEDA, (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of

the State of Iowa, the Attorney General of the State of Iowa, (iv) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies. Recipient shall retain the records for a period of three (3) years from the fulfillment of obligations under this Agreement, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

14. Reports. The Recipient is required to submit periodic project status/accomplishment reports to IEDA in the manner and timeframe specified for such reports by IEDA.

15. Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following: any claim, demand, action, citation or legal proceeding arising out of or resulting from the Loan; any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Agreement; any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Agreement; and any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of their agents in its or their capacity as an employer of a person.

16. Choice of Law and Forum. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. This provision shall not be construed as waiving any immunity to suit or liability in state or federal court which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

17. Governing Law. This Agreement and the rights and duties of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

18. Agreement Amendments. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated orally, unless done so in writing and signed by the Recipient and IEDA. Examples of situations requiring an amendment include, but are not limited to, time extensions and significant alterations of Project activities.

19. Notices. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately, the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth in Section 1, as modified from time to time, as being the address of the Recipient.

20. Headings. Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

21. Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Agreement. Any IEDA determinations with respect to compliance with the provisions of this Agreement shall be deemed to be final determinations pursuant to *Iowa Code Chapter 17A*, Iowa Administrative Procedure Act.

22. Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

23. Survival of Representations. All representations and warranties made herein or in any other Agreement document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Agreement documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Agreement have been satisfied.

24. Severability of Provisions. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement or any other Agreement document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other incorporated document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other incorporated document invalid or unenforceable.

25. Termination. This Agreement can be terminated under each of the following circumstances:

- a. Upon written agreement of the Recipient and IEDA.
- b. As a result of the Recipient's unremedied event of default pursuant to this Agreement.
- c. As a result of any termination, reduction, or delay of funds due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues previously appropriated or authorized for this Agreement, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of funds available for loans available under the Nuisance Property And Abandoned Building Remediation Assistance program.

26. Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Agreement:

1. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account
2. Exhibit A - Promissory Note(s)

27. Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Articles 1 - 28 of this Agreement.
2. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account
3. Exhibit A - Promissory Note(s)

28. Integration. This Agreement contains the entire understanding between the Recipient and IEDA relating to the Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Agreement.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the latest date stated below.

RECIPIENT: City of Marshalltown

BY:

Joel Greer, Mayor
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

Date

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Deborah V. Durham, Director

Date

EXHIBIT A**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 1563 Bell Avenue, Des Moines, Iowa 50315, the sum of \$500,000 with interest thereon at **0 percent (0%)** to be paid as follows:

1. **Full payment of \$500,000 by loan maturity date of March 3, 2025.**

Upon any event of default, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Loan Agreement, NPAB Loan # 20-NPAB-002

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

RECIPIENT: City of Marshalltown

BY:

Joel Greer, Mayor Date
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

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: March 18, 2020
RE: IEDA Forgivable Loan

Policy Issue: Council needs to set and hold a public hearing before borrowing can occur

Recommendation: To approve the resolution as proposed

Background: The City Council approved resolution 2020-007 on January 13th to authorize the application to the Iowa Economic Development Authority for a \$500,000 loan from their blight remediation fund. This application has been approved and the agreement and promissory note have been approved by IEDA. Before those documents can be signed, a public hearing must be held. It is proposed that this public hearing would take place on April 13th.

I do want to make you aware of a concern from bond counsel. The Promissory Note does not reflect the language in the loan agreement and the terms under which the loan will be forgivable. IEDA has stated that they will not be making any changes to the language. This loan will function as a reimbursement, so the City will not receive money until work has been done. Which means that we would only be making requests after verifiable expenditures for the grants has occurred. Therefore, I believe it is a low risk to not have the forgivable language on the promissory note, but still a risk.

IEDA has asked that we target 4 projects with the funds. The City can be reimbursed for engineering expenses related to the grant as well. Properties have not been identified and will be based upon willingness to participate and amount of work. Development of guidelines and rules for the grants will be developed in the coming months.

Budget Impact: No budget impact if the terms of the agreement are completed and the loan is forgivable

Attachment: Loan Agreement and Promissory Note

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO MARK EATON
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of March, 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 MARK EATON, 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 MARK EATON, 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 23rd day of March, 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:

105 N 6TH ST, legally described as follows:

The West One-half of Lot Three in Block Five in Jerome's Addition to the Town of Marshall, Marshall County, Iowa, subject to Agreements recorded in Book 475, page 522 of the records of the Recorder's Office of Marshall County, Iowa., subject to reservation by the City for existing right-of-way as a public street,

to MARK EATON, 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 Quit Claim 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 Quit Claim 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 13th day of April, 2020, and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO RENE MARTINEZ AND JUANA RUIZ
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of March, 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 RENE MARTINEZ AND JUANA RUIZ, 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 RENE MARTINEZ AND JUANA RUIZ, 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 23rd day of March, 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:

401 1/2 MAY ST, legally described as follows:

The East Half of Lot 6 in Block 3 in Anson's Fourth Subdivision of the East Half of the Southeast Quarter of Section 35, Township 84 North, Range 18 West of the 5th PM, Marshall County, Iowa., subject to reservation by the City for existing right-of-way as a public street,

to Rene Martinez and Juana Ruiz, 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 Quit Claim 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 Quit Claim 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 13th day of April, 2020, and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO MARK EATON
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of March, 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 MARK EATON, 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 MARK EATON, 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 23rd day of March, 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:

712 E BOONE ST, legally described as follows:

The South 106 1/2 feet of Lot 12, Block 2, Binford and Webster's Addition to the Town of Marshall, Marshall County, Iowa., subject to reservation by the City for existing right-of-way as a public street,

to MARK EATON, 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 Quit Claim 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 Quit Claim 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 13th day of April, 2020, and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

AN ORDINANCE RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY COUNCIL

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. “**Section 31.001 Compensation**” of the Code of Ordinances, City of Marshalltown, Iowa is hereby amended by striking subsection “(A)” and inserting in lieu thereof the following:

“(A) *Elected officers.* The annual compensation of elected officers of the city, as set forth in this section, shall be as follows and paid bi-weekly:

1. The mayor, \$11,000.00
2. Each councilmember, \$5,500.00”

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect on January 1, 2022.

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor
Attest:

Shari L. Coughenour, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk