

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
SEPTEMBER 28, 2020, 5:30 PM

Go-To Meeting - City Council Meeting, Mon, Sep 28, 2020, 5:30 PM - 7:30 PM (CDT)

Please join the meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/448641733>

You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 / Access Code: 448-641-733

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years Of Service - September

Philip Bohl - 5 years

Alex Needham - 5 years

Tyler Homeyer - 5 years

Brad Bateman - 10 years

2. Introduction Of Carlos Jeer, Economic Development Director

F. CONSENT AGENDA

1. APPROVE MINUTES SEPTEMBER 14, 2020 AND BILL LIST

\$4,871,123.82

Documents:

2. APPROVE LIQUOR LICENSE RENEWALS

Central Iowa Fair - 1308 E Olive St

Casey's General Store #3228 - 916 E Main St

3. APPROVE TREE TRIMMER LICENSE - JOHNSON LAWN CARE

Documents:

[Tree Trimmer License - Johnson Lawn Care.pdf](#)

4. RESOLUTION 2020-259 AUTHORIZING A GRANT OF \$65,000 TO
FAREWAY STORES INC. FOR THE CONSTRUCTION OF A NEW
STORE

Documents:

[09-28-2020_2020-259_Resolution Authorizing a Grant to
Fareway Stores Inc. for the Construction of a New Store.pdf](#)

5. RESOLUTION 2020-260 DECLARING CERTAIN PROPERTY
SURPLUS PROPERTY AND AUTHORIZING SALE AND
DISPOSAL THEREOF, 2008 STERLING TRUCK, 2004 GMC
TRUCK

Documents:

[09-28-2020_2020-260_Resolution Declaring 2008 Sterling
Truck and 2004 GMC Truck Surplus.pdf](#)
[Ohalloran001.pdf](#)

6. RESOLUTION 2020-261 ACCEPTING THE PURCHASE OF A
2022 INTERNATIONAL HV507 DUMP TRUCK WITH A SNOW
PLOW AND SALT SPREADER FOR THE PRICE OF \$140,457.00
FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET
DEPARTMENT

Documents:

[09-28-2020_2020-261_Resolution Accepting the Purchase
of a 2022 International HV507 Dump Truck.pdf](#)

7. Resolution 2020-262 Approving Marshalltown Little League Lease
Agreement For 2020-2023

Documents:

[09-28-2020_2020-262_Resolution Approving Marshalltown
Little League Lease and MOU.pdf](#)

8. RESOLUTION 2020-263 AUTHORIZING THE POLICE
DEPARTMENT TO PURCHASE POLICE RADIO
COMMUNICATION EQUIPMENT AND SERVICES FROM RACOM

IN THE AMOUNT OF \$221,917.50

Documents:

[09-28-2020_2020-263_Resolution for MPD Purchase of Public Safety Radio Equipment and Services.pdf](#)
[MPD Radio Communications Upgrade Project UPDATE 09232020.pdf](#)

9. RESOLUTION 2020-264 AUTHORIZING A CONTRACT WITH LANSING BROTHERS CONSTRUCTION FOR THE EMERGENCY ABATEMENT OF DEMOLITION DEBRIS NOT-TO-EXCEED \$120,000

Documents:

[09-28-2020_2020-264_Resolution Authorizing a Contract with Lansing Brothers Construction for the Emergency Abatement of Debris.pdf](#)

10. RESOLUTION 2020-265 APPROVING AN AGREEMENT WITH BOLTON & MENK FOR PROFESSIONAL SERVICES RELATED TO THE CREATION OF A QUIET ZONE

Documents:

[09-28-2020_2020-265_Resolution Approving Ageement with Bolton and Menk for Quiet Zone.pdf](#)
[2020.9.22 - Quiet Zone Scope and Fee.pdf](#)

11. RESOLUTION 2020-266 APPROVE THE ANNUAL STREET FINANCIAL REPORT FOR FY2020

Documents:

[09-28-2020_2020-266_Resolution to Approve the Annual Street Financial Report for FY20.pdf](#)
[FY20 Street Financial Report Memo.pdf](#)
[Marshalltown2020 Street Financial Report.pdf](#)

12. RESOLUTION 2020-267 ORDERING CONSTRUCTION OF THE EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT SMW20004, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[09-28-2020_2020-267_RESOLUTION ORDERING CONSTRUCTION OF THE EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT SMW20004.pdf](#)
[SMW20004 Marshalltown Bid-Contract Documents.pdf](#)
[SMW20004 Engineers Estimate.pdf](#)
[SMW20004 Main Street Drainage Plans.pdf](#)
[SMW20004 Notice of Hearing and Letting.pdf](#)

13. RESOLUTION 2020-268 ORDERING CONSTRUCTION OF THE SOUTH 12TH AVENUE SIDEWALKS PROJECT TRL19002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

09-28-2020_2020-268_RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH 12TH AVENUE SIDEWALKS PROJECT TRL19002.pdf
TRL19002 Memo to Order Construction.pdf
TRL 19002 12th Ave Sidewalk Opinion of Probable Cost to City.pdf
TRL 19002 12th Ave Sidewalk Plans to City _ Signed.pdf
TRL 19002 12th Ave Sidewalk Project Manual to City _ Signed (1).pdf
TRL 19002 12th Ave Sidewalk Project Notice of Hearing and Letting.pdf

14. RESOLUTION 2020-269 SET DATE FOR PUBLIC HEARINGS ON AMENDMENTS TO SERIES 2019 GO BOND ISSUANCE

Documents:

09-28-2020_2020-269_SetHrngAmend2019 IssncResol
Marshalltown422742-38-v1.pdf

15. RESOLUTION 2020-270 ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR CATALYST BUILDING GRANT AND NEW CONSTRUCTION INCENTIVE GRANT FROM GARRETT AND DANI GOODMAN TO UNITED BANK AND TRUST

Documents:

09-28-2020_2020-270_Resolution Accepting Assignment of Dev Agreement from Goodmans to United Bank and Trust.pdf
Assignment of DA to UBT.pdf

16. RESOLUTION 2020-271 ACCEPTING THE ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS FOR MARSHALLGAAM LODGING LLC TO AVAILA BANK

Documents:

09-28-2020_2020-271_Resolution Accepting the Assignment of Tax Increment Payments for Marshallgaam Lodging LLC to Availa Bank.pdf
09-28-2020_2020-271_Assignment of Economic Development Tax Increment Payments.pdf
10-24-2016 2016-210 SIGNED Development

17. RESOLUTION 2020-272 APPROVING THE PURCHASE OF A
2020 DODGE PICKUP FROM MCGRATH DODGE

Documents:

[09-28-2020_2020-272_Resolution Approving the Purchase
of a 2020 Dodge Pickup from McGrath Dodge.pdf](#)

18. RESOLUTION 2020-273 ACCEPTING A GRANT FROM THE U.S.
DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION FOR THE EDGEWOOD EXTENSION AND
FLOOD MITIGATION PROJECT IN THE AMOUNT OF \$2,956,849

Documents:

[09-28-2020_2020-273_Resolution Accepting US Dept
Commerce Grant for Edgewood Extension.pdf](#)
[CD450.pdf](#)
[Specific Award Conditions.pdf](#)

19. RESOLUTION 2020-274 APPROVE THE FACADE GRANT
APPLICATION FOR 14-16 E. MAIN STREET, MARSHALLTOWN,
IOWA

Documents:

[09-28-2020_2020-274_Resolution to Approve Facade
Application for 14-16 E Main Street.docx](#)
[CGA facade request Sept 28 2020.pdf](#)
[FacadeGrantsListing Updated Sept 24 2020.pdf](#)

20. RESOLUTION 2020-275 TO APPROVE CODE BUILDING
UPGRADE GRANT APPLICATION FOR 13 N 1ST STREET,
MARSHALLTOWN, IOWA

Documents:

[09-28-2020_2020-275_Resolution to Approve Code
Upgrade Grant at 13 N. 1st Street.pdf](#)
[Abarrotes La Salud code upgrade request Sept 28 2020.pdf](#)

21. RESOLUTION 2020-276 CERTIFYING THE POPULATION OF
ANNEXED TERRITORY 2424 233RD ST, MARSHALLTOWN, IA TO
THE STATE OF IOWA TREASURER

Documents:

[09-28-2020_2020-276 Resolution Certifying Population of
Annexed Territory 2424 233rd St.pdf](#)

22. RESOLUTION 2020-277 CERTIFYING THE POPULATION OF
ANNEXED TERRITORY PARCEL 8317-05-200-005,

MARSHALLTOWN, IA TO THE STATE OF IOWA TREASURER

Documents:

[09-28-2020_2020-277 Resolution Certifying Population of Annexed Territory Parcel 8317-05-200-005.pdf](#)

G. **MOTIONS**

H. **REPORTS**

1. Report - Chamber Of Commerce Housing Study Follow-Up

I. **RESOLUTIONS**

J. **ORDINANCES**

1. ORDINANCE 15003 APPROVING THE REZONING OF CITY PROPERTY ALONG E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL

1st Reading, 2nd reading and Public Hearing 10/12/2020, 3rd reading 10/26/2020 unless waived by the Council

Documents:

[09-28-2020_15003_ORD E southridge Rezoning.pdf](#)
[09-28-2020_15003_MEMO E southridge Rezoning.pdf](#)
[09-28-2020_15003_Rezoning Application E Southridge St.pdf](#)

K. **DISCUSSION**

1. Discussion Of Rewrite Of City Zoning Ordinance RFP

Documents:

[Discussion_Zoning RFP Memo.pdf](#)
[Discussion_Zoning RFP.pdf](#)

2. Discussion Of IEDA Downtown Revitalization Grant Application

Documents:

[09-28-2020_DISCUSSION_DTR_Memo.pdf](#)
[09-28-2020_DISCUSSION_DTR_Region 6 Info.pdf](#)

3. Discussion - Airport Master Lease Agreement

Documents:

[09-28-2020_DISCUSSION_Airport Master Lease Agreement.pdf](#)
[2009_05-26-2009_2009-080_Airport Lease Agreement.pdf](#)

4. DISCUSSION - DERECHO DEBRIS CLEAN UP AND COMPOST FACILITY FEES

Documents:

[09-28-2020_DISCUSSION_Debris clean up and Compost Fees Memo.pdf](#)

L. PUBLIC COMMENT

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

M. 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

September 14, 2020

Mayor Greer called the meeting to order at 5:30 PM, September 14, 2020, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call – Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Mayor Greer read and signed a proclamation celebrating Latino & Hispanic Heritage Month, September 15-October 15, 2020. Chief Tupper recognize Lt Kiel Stevenson and Officer Brad Mauseh for 15 years of service and Officer Logan Wolf for 5 years of service. CA Kinser announced debris pickup will be by address only after 9/18 by calling 641-754-5734. There will be a groundbreaking ceremony on the Edgewood extension on September 16th at 9 am.

CONSENT AGENDA:

Motion by Isom, second by Wirin to adopt the consent agenda: APPROVE MINUTES AUGUST 24, 2020 AND BILL LIST \$4,169,666.88 (CORRECTING MCSD \$342,000 FROM ADVERTISING TO CONTRACT EXPENSES), CIVIL SERVICE LIST FOR POLICE OFFICERS, APPOINT THOMAS MACK TO THE WATER BOARD, APPROVE LIQUOR LICENSE RENEWALS FOR ALDI, INC. #43, 2405 S CENTER ST AND KWIK STAR #394, 2500 S CENTER ST, APPROVE TREE TRIMMER LICENSES FOR DICKIE'S TREE SERVICE & LANDSCAPE, INTEGRITY SERVICES, J AND A CONSTRUCTION, THORP LOGGING & LANDCLEARING, WOLFE CREEK STUMP REMOVAL, APPROVE AGREEMENT FOR HAZARDOUS LIMB REMOVAL & CLEARING OF CITY PARK TREES WITH THORP SAWMILL AND PALLET, RECEIPT OF BUILDING PERMIT REPORT, JULY & AUGUST 2020, RESOLUTION 2020-251 AUTHORIZING THE CITY TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT, RESOLUTION 2020-252 APPROVING CONTRACT CHANGE ORDERS #40 & 43 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$651.49, RESOLUTION 2020-253 REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND, RESOLUTION 2020-254 ACCEPTING A BID OF \$124,272 FROM CIRO DILORIO MASONRY AND LANDSCAPING FOR THE REPAIR OF THE CITY HALL ROOF TORNADO DAMAGE, RESOLUTION 2020-255 ACCEPTING AN OFFER OF \$135,001 FROM ROSEMONT COMPANIES LLC FOR THE PURCHASE OF CITY-OWNED LAND ALONG EAST SOUTHRIDGE ROAD, RESOLUTION 2020-256 APPROVING CONTRACT CHANGE ORDER #1 FOR TREE GRINDING PROJECT #WIND20001 AN INCREASE OF \$500,000.00. Motion carried 7-0.

MOTIONS:

Motion by Wirin, second by Cahill to approve the NEW MIDNIGHT BALLROOM LIQUOR LICENSE-PENDING LICENSE IS SUBMITTED TO LOCAL AUTHORITY BEFORE 9/25/20, 5-DAY LICENSE WITH PREMISE CHANGE TO HOLD A RODEO EVENT AT THE CENTRAL IOWA FAIRGROUNDS ON SATURDAY, SEPTEMBER 26, 2020. Motion carried 6-1 with Hoop dissenting.

RESOLUTIONS:

Motion by Isom, second by Gowdy to adopt Resolution 2020-257 Authorizing The Issuance Of \$9,590,000 General Obligation Corporate Purpose And Refunding Bonds, Series 2020A, And Providing For The Levy Of Taxes To Pay The Same. Motion carried 6-1, Hoop dissenting.

Motion by Gowdy, second by Isom to adopt Resolution 2020-258 Authorizing The Issuance Of \$2,030,000 Taxable General Obligation Airport Improvement Bonds, Series 2020B, And Providing For The Levy Of Taxes To Pay The Same. Motion carried 6-1, Hoop dissenting.

DISCUSSION:

Iowa Dept of Revenue estimates show the City will receive \$3.6M in Local Option Sales Tax for FY21, which is higher then the adopted budget of \$3.4M. Finance Director Steiner advised L.O.S.T. revenues will no longer be needed to fund the bond payments. Steiner advised there would be additional interest earned if the Cash Flow Reserve was made. Motion by Isom, second by Thompson, for staff to transfer \$60,314 to the Cash Flow Reserve that was not moved in May. Motion by Wirin, second by Isom, to amend the motion to include restoring the \$50,000 to the Downtown New Construction Incentive that was reduced in May. Motion on the amendment carried 7-0. On a roll call vote, the amended motion carried 7-0.

Cost estimates for the Fareway financial assistance request totaled \$60,182. Motion by Thompson, second by Martin, to bring forward a resolution to the next Council meeting granting Fareway a L.O.S.T. grant capped at \$65,000 for outlined expenses. Motion carried 7-0.

Police Chief Tupper requested \$225,000 from CARES ACT funds to purchase new portable radios and upgrade software in mobile radio equipment. Current radios are not compliant with P25 Phase 2 infrastructure making interoperable emergency communication obsolete. Motion by Hoop, second by Wirin to bring forward a resolution to the next Council meeting for the purchase of new portable radios and software upgrade, not to exceed \$225,000. Motion carried 7-0.

Police Chief Tupper requested \$25,000 from CARES ACT funds to implement a pilot project with YSS of Marshall County to study how social services and law enforcement can collaborate in our community. YSS Director David Hicks and Chief Tupper believe the program would cost \$150,000 and would pursue other funding. YSS would like to hired dedicated staff to be embedded in the police department. Motion by Wirin, second by Martin, to fund \$25,000 to start the implementation and have a funding update in Oct/Nov. Motion by Thompson, second by Isom, to amend the motion to fund the program with \$150,000 from the CARES ACT funds. Tupper recommended YSS be the fiscal agent. Motion on the amendment carried 7-0. On a roll call vote, the amended motion carried 7-0.

2019A GO Bond Proceed survey resulted in Council priorities being Coliseum Construction Cost Overrun, replenish Dangerous and Dilapidated Building Fund, Annual Street Repair Program, and additional Trail Repaving. Discussion was held regarding FEMA funded street repairs and ensuring the Coliseum project is covered. Motion by Wirin, second by Gowdy, to hold necessary public hearings to fund \$300,000 for Coliseum, \$250,000 Dilapidated Building Fund, \$300,000 Street Repair, \$250,000 Trail Repaving. Motion carried 7-0.

PUBLIC COMMENT:

Chris Cooper, 817 N 4th Ave, Marshalltown, was present to voice concern about reported nuisance issues that have not been remedy and is looking for information on how to accomplish this.

Jannette Cooper, 114 N 8th St, Marshalltown, was present to voice concern of a dead tree at the back of her property that is a safety hazard. There has been lack of assistance from the City and she would like some response to the problem.

The meeting adjourned at 7:29 pm.

Respectfully Submitted,

Alicia Hunter
Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/28/20**Advertising**

Lynch.Dallas.PC/1	145.85
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Consulting & Professional Fees

Bernie.Lowe/1	20.49
Bernie.Lowe.Asc/1	376.27
Fox.Engrg.Assc/4	27,242.86
GRIMES.BUCK.SCH/1	2,100.00
GTG.Architects/1	3,080.12
Howard.R.Green/1	1,050.00
Lynch.Dallas.PC/4	3,879.50

Contracts

A-1.Pest/2	60.00
Aramark.Unfrm/3	65.46
Backflow.Preven/1	150.00
BDH/1	887.90
Bishop.Engr/1	1,625.00
CH Enterprises/1	540.00
Chamber.Commerc/1	63,440.13
CIRO.DIIORIO/1	8,789.00
City.Laundering/1	-126.01
Construct/1	115,930.63
Daves.Crane/1	780.00
Envisionware/1	1,000.00
Garling.Constr/1	279,436.55
HANSEN,J/3	1,851.00
Hutchinson Salt/2	153,804.48
Koch.Office/2	103.83
Lansing.Bros/1	22,990.00
Marco.Holdings/1	187.50
Marsh.Co.Landfi/2	65.45
Mtwn.Aviation/1	642.00
Mtwn.Wtrwrks/1	69.96
O.C.L.C.Inc/2	1,878.30
Premier.Equip/4	1,199.55
Region 6/1	764.40
Schendel.Pest.C/2	102.50
Servicemaster/3	3,784.50
Sje.Rhombus/1	12,361.45
Stericycle.Inc/2	1,654.26
Stone.Sanit/1	115.56
Temp.Associates/2	388.06
Terracon.Conslt/1	3,363.75
Titan.Machinery/1	18,500.00
Tyler.Technolog/1	450.88
Van Wall Equip/3	73,950.00
Verizon.Connect/1	242.85
Wyllie,E/1	435.79
Xerox.Corp/1	37.34
YMCA.YWCA/1	1,391.08

Debt Service

UMB.Bank.NA/8	3,024,576.68
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Equipment

CGA.Assoc/1	3,800.00
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Land & Improvements

Adair, James/1	500.00
Brown, Keith/1	500.00
Isle.Green/1	500.00

Library Books

Baker.Taylor/32	1,592.03
BRODART.CO/5	456.96
Cengage.Learng/9	464.95
CenterPoint.Prn/2	341.48
Findaway.World/1	179.96
IA.Library/3	6,937.48
MicroMarketing./8	866.83
Niche.Academy/1	2,100.00
OVERDRIVE,INC./1	303.88
RECORDED.BOOKS/1	17.94

Medical

Bernie.Lowe/1	216.03
Hunterland LLC/2	449.73
McFarland.Cl/1	66.00
Occ.Med.Plus/2	386.00
Unity.Point.Clc/2	126.00
WellmarkSD/1	169.93

Payroll.Deductions

American.Educa./1	64.41
Collection.Svs./5	1,085.50
Colonial.Life/1	435.76
Entenmann.Rovin/2	148.25
Fidelity.Securt/2	432.30
Galls.LLC/1	49.60
I.P.E.R.S./7	84,944.12
I.R.S./6	88,744.06
IA.Treasurer/3	19,335.00
ICMA.457/10	13,506.56
M.F.P.R.S.I./4	118,836.88
Streichers.Inc/1	27.00
TotalAdmin.Serv/6	8,625.31
United.Way/4	821.02

Payroll.Net

Payroll/1	312,266.16
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Refund/Reimbursed

Albee,D/1	82.35
Baker.Taylor/8	142.95
BRODART.CO/7	1,383.11
Cengage.Learng/1	23.98
Hannam, C/1	125.00

Klass.K/1	74.14
Lopez,E/1	38.68
Rents/Leases	
VC.Investment/1	84.00
Service/Repairs	
Advance.Garage./3	14,010.00
Backflow.Preven/1	175.00
BDH/1	818.40
BG.HVAC.INC/2	1,391.00
BLACK.HAWK.ROOF/1	471.69
BLACKHAWK.SPRNK/1	613.00
Bragg, S/1	990.00
C.H.McGuiness/2	1,234.95
Century.Link/30	732.27
Centurylink.Id/5	11.71
ClearSpan/1	1,171.38
Construct/1	106,488.74
Crescnt.Electrc/9	3,549.71
Doors.Inc/1	250.00
Fexsteve Ltd Co/2	8,950.00
FIRSTNET.ATT/1	144.41
Gale-Hazen,E/1	15.00
Gale-Hazen,K/1	90.00
Hay.Constr./1	52,444.50
I.C.A.P./1	5,000.00
Independent.Ins/1	4,456.00
Insight.Public./1	395.07
INST.TRANSPORTA/1	3,000.00
Iowa.D.N.R./1	1,250.00
Iowa.Heart.Cent/4	1,949.80
Iowa.Hometown.S/2	1,197.20
Jensen.Inc/2	319.75
LARRY'S.TOWING/1	75.00
Lynch.Dallas.PC/1	1,173.00
M.Co.Recorder/6	172.00
Marsh.Co.Treas/19	5,644.00
MarshallCo.Abst/2	250.00
Mediacom/1	369.16
Midwest.Liq.Sys/2	311.70
Mtwn.Aviation/2	1,702.18
Perkin.Elmer./1	3,250.00
Pro-Line Bldgs/2	8,800.00
QMG.Inc./5	1,023.70
Racom.Corp/4	2,047.50
Rasmusson.Svc/4	1,415.00
Record.AutoDoor/1	142.50
Sabre/1	5,000.00
Sagar, Kim/1	695.44
ShoBiz,Minutema/1	9.40
Siemens.Indust/1	925.00

Titan.Machinery/1	847.00
Vajgrt.R/2	112.00
Verizon.Wireles/4	31.31
WICKHAM,M/1	390.00
Woodruff.Constr/1	3,213.00
Ziegler/1	3,630.73
Supplies/Parts	
ACOM.Solutions/1	243.88
Adland.Engrvg/1	8.95
Advance.Garage./1	535.00
Airgas.U.S.A./1	110.41
Arnold.Motor.Su/34	2,014.73
Backflow.Preven/1	490.00
Baker.Taylor/6	1,214.67
BDH/4	1,480.00
BG.HVAC.INC/1	1,938.66
Carrico.Aq.Rs/2	210.60
City.Laundering/7	294.62
Cntrl.IA.Farm/1	269.42
Concrete/1	327.75
CORE.MAIN.LLP/1	78.13
Crescnt.Electrc/4	3,205.69
Diamond.Vogel/2	1,758.38
Eagle Engraving/1	79.35
Elect.Engr.Eqpt/1	385.00
Fair/Impart Pol/1	290.00
Fastenal.Co/2	62.38
Findaway.World/1	108.63
FIRSTNET.ATT/1	716.81
Galls.LLC/9	2,282.32
Gillig.LLC/1	732.00
Graymont.Lime/1	5,365.05
Hillers,C/1	102.58
Hoglund.Bus/1	226.50
IA.Prison.Ind/3	12,222.55
Janway.Co.USA/1	257.46
Jensen.Inc/3	1,051.88
Kriss.Premium/2	66.64
Law.Enfcmt.Targ/1	7,873.00
Macqueen.Equip/1	707.78
Marco.Holdings/1	93.91
McAtee.Tire/2	1,499.90
Menards/1	38.52
Mtwn.Aviation/1	86.95
Municipal.Ergenc/2	807.69
Napa.Auto/11	699.75
Nutrien.Ag.Sol/3	1,680.00
Office.Express/3	937.41
Ohalloran.Inter/6	1,989.30
QMG.Inc./1	17.93

Racom.Corp/5	678.00
Rasmusson.Svc/4	1,197.96
SE.Jones.Indust/7	1,348.30
Shelangoski,W/1	30.00
Sho.Biz Inc/1	36.16
Stetson.Bldg/1	278.03
Storey.Kenwrthy/2	6,136.75
Streichers.Inc/5	272.98
Struebing, J/1	85.59
Thiesens.Supply/13	2,468.61
Titan.Machinery/3	1,375.55
Tritech Foren/1	95.75
Vajgrt.R/1	339.99
Van Wall Equip/3	4,373.26
Venmill.Industr/1	42.49
Wendling.Quarri/1	1,345.70
WW.Grainger/2	369.89
Zero9.Holsters/5	319.50
Ziegler/3	750.37
Travel/Training	
Shelangoski,W/1	43.68
Wolken,R/1	46.72
Utilities	
Alliant.Energy/55	34,664.33
Consumr.Energy/2	384.27
Mtwn.Wtrwrks/12	95.74
WoodRiver.Enrgy/3	796.56
Total/637	4,871,123.82

MARSHALLTOWN

I O W A

Violations of City Ordinances by Permittees, including but not limited to placing signs on city right of way, may be cause for suspension or revocation of the permit and denial of future permits.

ISSUE

DATE:

9/23/2020

CITY LICENSE NO.: 6191

Johnson Lawn Care

having, in compliance with the Ordinance of the City of Marshalltown, paid to

the City

\$25.00

Dollars,

including the Fees for issuing this License, is hereby granted a

Tree Trimmer

License subject to the Rules and Regulations

established by the Ordinances of said City and the Requirements of the
Laws of the State of Iowa, from 9/23/2020 to 12/15/2020

Witness my hand and official seal, the day and year first above written.



Joel Greer, Mayor



Alicia Hunter, City Clerk

001.6020.4230.000

001.6020.4230.000 (default if not specified)

691-3850
Megan

City of Marshalltown, Iowa

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: JOHNSON LAWN CARE
Address of Business: PO Box 215 2446 UNDERWOOD AVE MARSHALLTOWN IA 50508
Business Telephone: 641 753 4964
Owner(s) of Business: BEN & MEGAN JOHNSON
Home Address of Owners: 1901 S 6TH ST Home Phone of Owners: 641 691 3851
MARSHALLTOWN IA 50508

If incorporated, is business authorized to transact business in the State Of Iowa? YES

Sales Tax Number: [REDACTED]

If title is a trade name, has such name been registered? YES

Date of commencement of business: 2001

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?

Yes No ✓ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain: _____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
2014 RAM DUMP TRUCK	JN B 436	JOHNSON LAWN CARE
2019 MINNOTA DUMP TRAILER	GL 6093	JOHNSON LAWN CARE
2014 RAM TRUCK	IRG 726	JOHNSON LAWN CARE

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to issuance of a Tree Trimmer License.

Date Insurance Certificate Received _____ Insurance Expiration Date _____

*Minimum Insurance Requirements on the back of this application.

[Signature]
Applicant

[Signature]
Co-Applicant

Date: 9/23/20

\$25.00 fee Paid ✓

Approved by City Council on _____

City Administrator

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion.

OUT-OF-STATE ENTITIES:

All out of state tree trimmers must charge and remit 7% sales tax to the Iowa Department of Revenue. All vendors will be reported to the Iowa Department of Revenue for compliance.

Acknowledge by: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2020

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

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

PRODUCER Shomo-Madsen Insurance 22 E Main St Marshalltown IA 50158	CONTACT NAME: Michelle Bromley PHONE (A/C, No, Ext): (641)753-6691 FAX (A/C, No): (641)752-5360 E-MAIL ADDRESS: mbromley@shomo-madsen.com
INSURED JOHNSON LAWN CARE OF MARSHALLTOWN, INC PO BOX 215 MARSHALLTOWN IA 50158-0215	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Compa INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** JLCare19-20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			4D85540	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4E85540	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			4J85540	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4H85540	12/15/2019	12/15/2020	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Marshalltown, Iowa
24 N Center St

Marshalltown

IA 50158

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

AUTHORIZED REPRESENTATIVE

Robert E. Shomo

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**RESOLUTION AUTHORIZING A GRANT OF \$65,000 TO FAREWAY STORES INC.
FOR THE CONSTRUCTION OF A NEW STORE**

WHEREAS, Fareway Stores Inc. currently owns and operates a grocery store located at 102 West Anson Street, which is in an urban revitalization area; and

WHEREAS, Fareway intends to build a new store upon the parcel of land which the current store currently exists; and

WHEREAS, due to retaining the existing store while the new store is constructed, Fareway will not see the full impact of the one-hundred percent, three-year tax abatement on the new facility; and

WHEREAS, the City Council recognizes this financial challenge and seeks to provide assistance to Fareway equivalent to what will be lost;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a grant of \$65,000 is hereby made to Fareway Stores Inc., upon the commencement of construction of a new store at 102 West Anson Street; and

BE IT FURTHER RESOLVED, the Finance Director shall make the grant from the Council-designated portion of Local Option Sales Tax.

Passed this 28th day of September, 2020 and signed this _____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 2008 STERLING TRUCK AND
2004 GMC TRUCK**

WHEREAS, the City of Marshalltown (hereinafter referred to as the “City”), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the “State”); and

WHEREAS, the City is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS, this surplus property should be disposed of or sold; and

WHEREAS, the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1: The property listed below is hereby declared as surplus property:

- A. 2008 Sterling Truck
- B. 2004 GMC Truck

Section 2: The surplus property the subject of this resolution shall be sold or disposed of.

Passed this 28th day of September, 2020 and signed this _____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Prepared For:

CITY OF MARSHALLTOWN - Mid-Mount Wing -
REG DUMP
Rick Legg
24 N Center St.
Marshalltown, IA 50158-4911
(641)754 - 5748

Presented By:

O'HALLORAN INTERNATIONAL
Bob Kayser
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

RICK, THE ATTACHED QUOTATION IS BASED OFF OF OUR LAST STATE OF IOWA SNOW REMOVAL EQUIPMENT CONTRACT DISCOUNT WHICH WAS BASED OFF OF THE SOURCEWELL/NJPA CONTRACT HELD BY INTERNATIONAL AND IT MUST BE ORDERED PRIOR TO 12/31/2020.

\$ 84,612.00 2022 International HV507 single axle truck chassis WITH 270 horsepower Cummins L9 engine

\$ 75,845.00 Equipment = REG Body from Hawkeye Truck Equipment per their quotation #22889

+++++

\$ 160,457.00 TOTAL COMBINED PRICE EACH

X2

+++++

\$ 320,914.00 TOTAL PRICE FOR TWO (2) UNITS COMPLETE

(13,000.00) *Trade Allowance for #41 2008 STERLING

(7,000.00) *Trade Allowance for #45 2004 GMC

(7,500.00) *Trade Allowance for #80 2003 INTERNATIONAL

+++++

\$ 293,414.00 TOTAL TRADE DIFFERENCE

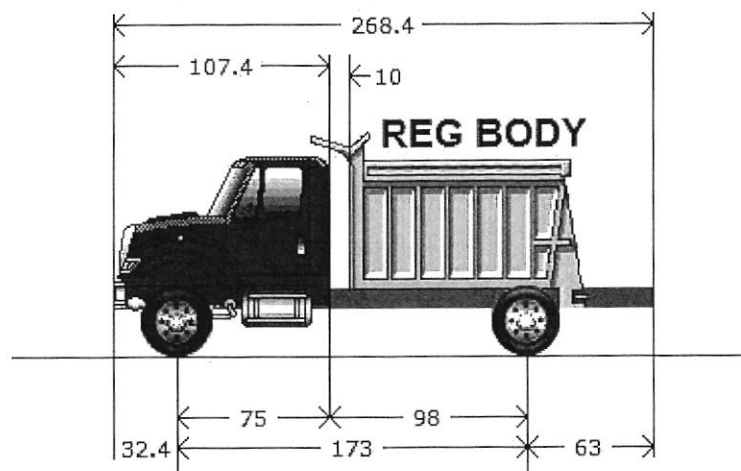
(ADD 1,700.00 if ordered after 12/31/20)

NOTE: We will order one of the new trucks for delivery as quick as Hawkeye can get equipment which is likely 6 months from the day you place the order. We will take #41 & #45 on trade on this truck and take #80 in trade on the second truck which will be delivered after July 1, 2021.

OPTIONS: 1.) 60-Month - 100,000 Miles Engine & Aftertreatment Warranty ADD \$3,190.00 2.) 31,000 Pound main raer springs with 4,500 Pound auxiliary springs ADD \$205.00.

*TRADE TERMS: Tires will be a minimum of 10/32 tread depth, rear will be grip type & can be recaps and trucks must be road worthy with no more sheet metal damage than what was on them when I viewed them on 08/04/20.

CITY OF MARSHALLTOWN HV507



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:

4X2

MISSION:

Requested GVWR: 36000. Calc. GVWR: 36220

Calc. Geared Speed: 73.5 MPH

DIMENSION:

Wheelbase: 173.00, CA: 98.00, Axle to Frame: 63.00

RESOLUTION ACCEPTING THE PURCHASE OF A 2022 INTERNATIONAL HV507 DUMP TRUCK WITH A SNOW PLOW AND SALT SPREADER FOR THE PRICE OF \$140,457.00 FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET DEPARTMENT

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS the City of Marshalltown, Iowa desires to procure a new dump truck to be utilized by the street department and sought quotes for this purpose; and

WHEREAS O'Halloran International submitted a quote on a 2022 International HV507 Dump Truck for a purchase price of \$140,457,00; and

WHEREAS acceptance of this bid is in the best interest of the City of Marshalltown; and

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

Section 1. That the City of Marshalltown accepts the bid from O'Halloran International for the purchase of one, International HV507 Dump Truck to be used in the Street Department in the amount of \$140,457.00.

Section 2. The Public Works Director of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicles at the above referenced price and conditions.

Passed this 28th day of September, 2020, and signed this____day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MARSHALLTOWN LITTLE LEAGUE, INC.

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the purpose of providing recreational baseball programs to the youth of this community; and

WHEREAS, there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Little League, Marshalltown, Iowa, for a term of not to exceed three (3) years from and after the 28th day of September 2020, and up to noon of the 27th day of September 2023, for the use and occupancy by lessees of following described property for the purpose of providing recreational baseball programs to the youth of this community; and

WHEREAS, this Council has considered the terms, conditions and intended use of such property, and that such Lease Agreement is in the best interest of the city and should be approved.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted.

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

Section 1. That the Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the lease of the property for the purposes detailed in the lease, is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City. A copy of said Agreement is attached hereto setting forth the terms and legal description.

Section 2. This Resolution shall be in full force and effect from and after the passage as provided bylaw.

Passed this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN LITTLE LEAGUE, INC. LEASE AGREEMENT

This Lease Agreement made and entered into this 28th day of September, 2020, by and between the City of Marshalltown, Iowa through its PARKS & RECREATION DEPARTMENT, herein after referred to as the Lessor and MARSHALLTOWN LITTLE LEAGUE, INC., of Marshalltown, Iowa, Lessees, herein after referred to as the Lessee, is mutually agreed as follows, to-wit:

Lessor does hereby lease to Lessee the following described premises in Marshalltown, Marshall County, Iowa to-wit:

Lot 2 of 2 (except the West 30 feet thereof) in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$,

and Lot 4 in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$,

all in Section 34, Township 84 North, Range 18 West of the 5th P. M., in Marshall County Iowa (herein known as "MARSHALLTOWN LITTLE LEAGUE PARK")

That the term of this Lease Agreement shall be from the 28th day of September, 2020, to the 31st day of August, 2023, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

Lessee shall properly maintain the area above described and shall install and repair any boundary fence that may be required between the leased premises and any adjoining area and shall maintain and keep in proper repair any road or roads leading into and upon the leased premises, as well as any parking area that may be designated therein.

Lessee shall properly mow and trim all areas except designated areas immediately adjoining the recreational trail that will be mowed and maintained by the Lessor. These areas will be mutually agreed upon annually.

The purpose of this Lease Agreement is to provide a Little League baseball program in conformity with the programs operated by Lessee in the past. In the event a dispute arises as to the terms and conditions of this Lease Agreement the Parties agree to meet to resolve these disputes in conformity with the stated purpose hereof.

If at any time the baseball program now promoted and handled by Lessee should no longer exist, this Lease Agreement shall thereupon immediately terminate.

Lessee shall be responsible for the construction, maintenance and upkeep of any building or structures placed upon said premises for Lessees' use. Upon termination of this Lease, Lessee shall be entitled to remove any such buildings or structures from the premises provided such removal occurs within 90 days of Lease termination. In the event such buildings or structures are so removed, it is the responsibility of Lessee to remove any vertical structures and in ground infrastructures and fill any holes with dirt and seed.

Lessee shall at no time sub-lease said property without Lessor's prior written approval.

Lessee shall immediately notify Lessor of any proposed improvements to be placed upon the premises, to the end that Lessor shall be made fully aware thereof.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor. Lessee shall hold Lessor harmless from any claims made for personal injury or property damage by anyone engaged in any activity upon said premises or using said premises or being present thereon as a spectator, laborer, or otherwise. If the Parks and Recreation Department shall so use these properties after the closing of the baseball season, the Marshalltown Little League shall be held harmless of liability.

Lessee is held responsible for any utility charges such as electricity, water, sewer and gas, all turf maintenance of the diamonds and areas outside the playing area.

Lessee will allow the general public access to the Bike/Walk/Jog Path. The Lessee shall be held harmless for any claims made for personal injury or property damage by anyone using said path.

Lessee has the approval to drive their maintenance equipment on the path to enter ball diamonds to perform routine maintenance.

CITY OF MARSHALLTOWN

Joel TS Greer, Mayor; Lessor



Marshalltown Little League, Lessee
Corey Schoenfelder

ATTEST:

Alicia Hunter, City Clerk



Joel Greer, Mayor
Jessica Kinser, City Administrator

Geoff Hubbard, Director
10 W State Street
Marshalltown, Iowa 50158
(641) 754-5715
Fax—(641) 754-5728

Marshalltown Parks & Recreation

Memorandum of Understanding Between
The City of Marshalltown Parks & Recreation Department &
Marshalltown Little League
September 2020

Description:

Marshalltown Little League (MLL) will provide the means to have Youth baseball tournaments at the South 6th Street Softball Complex (facility). MLL will provide the teams, Tournament Director (and support staff as necessary), grounds crew with supplies and umpires for the tournaments. MLL will uphold the rules and regulations of the facility including but not limited to carry on coolers, smoking and fan expectations. Marshalltown Parks & Recreation (P&R) reserves the right to remove anyone not following these rules and regulations at anytime.

P&R will provide the facility and concessions (at discretion of concessionaire when tournament field is minimal) for the tournament. Additional field supplies and equipment (motorized and non-motorized) will be provided with approval from P&R. P&R will be compensated accordingly for these services and this will be listed below.

Both parties will mutually decide, in advance when possible, when games shall not be played. P&R will have final decision if a mutual decision cannot be reached.

MLL will provide portable restrooms for tournaments played when running water is not available at the facility and contact P&R for running water status prior to tournament(s).

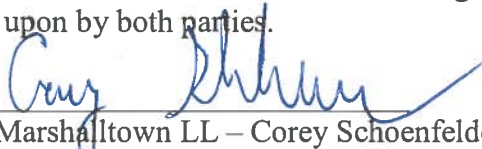
Compensation:

Marshalltown Parks & Recreation will be compensated for services provided to MLL for Youth Baseball Tournaments to be held at the South 6th Street Softball Complex. P&R will invoice MLL after the conclusion of each tournament.

Field Rent - \$25.00 per field per game
Field Lighting - \$15.00 per hour per field
Field Dry - \$3.00 per bag used as needed
100 % of complex concession revenue

This Memorandum of Understanding will be in effect for the 2021 season. Changes may be made to this agreement if mutually agreed upon by both parties.

Parks & Recreation – Geoff Hubbard



Marshalltown LL – Corey Schoenfelder

Date

9-14-20

Date

City Council
Joel Greer, Mike Gowdy, Alan Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin



RESOLUTION AUTHORIZING THE MARSHALLTOWN POLICE DEPARTMENT TO PURCHASE POLICE RADIO COMMUNICATION EQUIPMENT (PORTABLE RADIOS), UPGRADE SOFTWARE IN MOBILE RADIO EQUIPMENT, AND RELEVANT SERVICES FROM RACOM FOR \$221,917.50

WHEREAS the City of Marshalltown (hereinafter referred to as the “City”), State of Iowa, is a political subdivision organized and existing under the laws of the State of Iowa and the Constitution of the State of Iowa (the “State”); and

WHEREAS the Marshalltown Police Department requests authorization to purchase new police communication equipment (portable radios), upgrade software in mobile radio equipment, and relevant services from RACOM for \$221,917.50 utilizing Cares Act funding; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, and the Marshalltown Police Department that said purchase should be made.

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

Section 1. The City of Marshalltown, Iowa authorizes the Chief of Police to purchase new police communication equipment (portable radios), upgrade software in mobile radio equipment, and relevant services from RACOM for \$221,917.50.

Section 2. The Chief of Police is authorized to utilize CARES Act funding to accomplish this purchase.

Passed this 28th day of September 2020, and signed this _____ day of September 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 23 September 2020

RE: MPD Portable Radio Upgrade Project - UPDATE

Policy Issue: City policy requires governing body approval of large equipment purchases that exceed \$45,000.00.

Recommendation: Staff recommends the council authorize the police chief to purchase new police communication equipment (portable radios), upgrade software in mobile radio equipment, and relevant services from RACOM for \$221,917.50.

Background: Over the past several years, the police department has been investing in police communication equipment and services that will bring the department in full compliance with national P25 and 700MHz standards for public safety communications. The last step in this process requires the police department to upgrade mobile and portable radio communications to P25 Phase 2 infrastructure. This upgrade is necessary to ensure the police department maintains interoperable emergency communication.

The mobile radios utilized in the police department are Phase 2 compliant with a software upgrade. The portable radios utilized in the police department are not Phase 2 compatible. Replacement of this hardware is the only option. The current portable radios utilized in the police department (Harris radios, Model P5400) are no longer being manufactured. The firmware currently installed these radios is the last version produced. There will not be any future releases or updates. Replacement parts for the portable radios are difficult to find.

The portables currently being used in the police department are only capable of 800MHz so utilizing tower sites located in Grundy County, Polk County and others is not possible as they do not cover 800MHz. The new portables will have the latest AES encryption capabilities, over the air programming, and over the air encryption if key changes and updates are ever needed.

The current mobile radios utilized in the police department are capable of 700MHz and are still manufactured and supported. The changes for the mobiles are to add Phase 2, AES encryption, over the air programming and over the air encryption capabilities.

Once the portables are replaced, and the mobiles are updated, they will have the latest features. The radios utilized in the police department will all be current models and firmware is available for future enhancements

CITY COUNCIL

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

The police department sought a quote from RACOM for this equipment and services. RACOM is the sole source provider of public safety emergency communication equipment for the City of Marshalltown. RACOM provided a quote for this project on 21 September 2020. The estimated cost for this project is \$221,917.50. This quote includes the purchase of fifty portable police radios.

Budget Impact: \$221,917.50 (CARES Act Funding)

Attachment: RACOM Quote Dated 21 September 2020.



RACOM
critical communications

201 West State Street
Marshalltown, IA 50158
800-722-6643
Fax 641-752-0674
www.racom.net

Proposal Prepared for: **Marshalltown Police Dept.**

Address 909 S Second Street
City Marshalltown
State & Zip Code Iowa, 50158
County Marshall
Phone/FAX 641-754-5771
Contact Name Chief Tupper
Contact E-mail mtupper@ci.marshalltown.ia.us

HARRIS XL185 700/800 MHz PORTABLE REPLACEMENT

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
1	50	XS-PFS1M	HARRIS XL185 700/800 MHz PORTABLE	\$ 1,687.50	\$ 84,375.00
2	50	XS-PKGPT	FEATURE P25 TRUNKING	\$ 1,125.00	\$ 56,250.00
3	50	XS-LLA	FEATURE LINK LAYER AUTHENTICATION	\$ 75.00	\$ 3,750.00
4	50	XS-PKG8F	FEATURE 256 AES / 64 DES ENCRYPTION	\$ 521.25	\$ 26,062.50
5	50	XS-PL4F	FEATURE PHASE 2 TDMA	\$ 187.50	\$ 9,375.00
6	50	XS-PL5K	FEATURE OTAP OVER THE AIR PROGRAMMING	\$ 198.75	\$ 9,937.50
7	50	XS-PL5L	FEATURE OTAR OVER THE AIR REKEYING	\$ 446.25	\$ 22,312.50
8	50	XS-PA3V	BATTERY LI-ION 3100MAH	\$ 112.50	\$ 5,625.00
9	50	XS-CH5L	BATTERY CHARGER SINGLE 2 SLOT (HOLDS EXTRA BATTERY)	\$ 183.75	\$ 9,187.50
10	50	XS-AE4B	SPEAKER MICROPHONE WITH EMERGENCY BUTTON	\$ 168.75	\$ 8,437.50
11	50	XS-NC8D	ANTENNA 1/2 WAVE 700/800MHz	\$ 33.75	\$ 1,687.50
12	50	XS-HC3L	BELT CLIP METAL	\$ 22.50	\$ 1,125.00
				\$ -	\$ -
13	50	PROGRAM	LABOR TO PROGRAM, BENCH AND CONFIGURE PORTABLE RADIO	\$ 75.00	\$ 3,750.00
				\$ -	\$ -
			OPTIONAL BANK CHARGER, SINGLE CHARGER INCLUDED WITH RADIO	\$ -	\$ -
14	4	XS-CH5A	MULTI BANK CHARGER 6 SLOT	\$ 671.25	\$ 2,685.00
15	4	XS-CH5B	WALL MOUNT 6 BANK CHARGER (Optional)	\$ 161.25	\$ 645.00
				\$ -	\$ -
			MOBILE FEATURES FOR ENCRYPTION / PHASE 2	\$ -	\$ -
16	20	MAMW-NPL5K	FEATURE OVER THE AIR PROGRAMMING	\$ 198.75	\$ 3,975.00
17	20	MAMW-NPL5L	FEATURE OVER THE AIR REKEYING	\$ 371.25	\$ 7,425.00
18	20	MAMW-PKG8F	FEATURE 256 AES / 64 DES ENCRYPTION	\$ 446.25	\$ 8,925.00
19	20	MW-PL4F	FEATURE PHASE 2 TDMA	\$ 187.50	\$ 3,750.00
				\$ -	\$ -
20	20	PROGRAM	PROGRAM EXISTING MOBILES WITH NEW FEATURE SETS	\$ 40.00	\$ 800.00
				\$ -	\$ -

Total Equipment Price \$ 221,917.50

Installation \$ -

Subtotal \$ 221,917.50

Taxes \$ -

Shipping \$ -

Total \$ 221,917.50

Terms of Purchase: Freight to be billed at actual amount at conclusion of project. 3% fee applied for credit card payment

Tax Rate

System Description:

Proposal Presented By: Clint Schlabaugh

Date: 9/21/20

Proposal Accepted By: _____

Date: _____

[illegible]

**RESOLUTION AUTHORIZING A CONTRACT WITH LANSING BROTHERS
CONSTRUCTION FOR THE EMERGENCY ABATEMENT OF DEMOLITION DEBRIS
NOT- TO-EXCEED \$120,000**

WHEREAS, the City of Marshalltown is in need of a contractor to remove building debris which must be treated as asbestos containing from 308 South 3rd Avenue; and

WHEREAS, Lansing Brothers Construction possesses the qualifications and equipment necessary to facilitate a clean-up of the site, including site restoration;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, an agreement with Lansing Brothers Construction for the removal of demolition debris and restoration of the site is hereby approved at an amount not-to-exceed \$120,000, and the Mayor is authorized to execute an agreement when prepared.

Passed this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION APPROVING AN AGREEMENT WITH BOLTON & MENK FOR PROFESSIONAL SERVICES RELATED TO THE CREATION OF A QUIET ZONE

WHEREAS, the Capital Improvement Plan for Fiscal Year 2021 included a project for Railroad Crossing Safety Improvements which will result in the ability to create a quiet zone; and

WHEREAS, the City Council approved funding for the Railroad Crossing Safety Improvements project with the borrowing of \$600,000 as part of the 2020A general obligation bond, which matches with Road Use Tax funds set aside for street and sidewalk improvements as part of the project; and

WHEREAS, Bolton & Menk has presented an agreement for professional services related to the creation of a Quiet Zone which includes surveys of the crossings, development of documentation required by the Federal Railroad Administration, preparation of bid documents and construction inspection; and

WHEREAS, Bolton and Menk has provided a proposed scope of work and Agreement totaling \$105,646, which is less than the estimate of \$142,000-167,000 in the project budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the agreement for a professional service for the creation of a Quiet Zone is hereby approved, and the Mayor is directed to execute the contract.

Passed this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

MARSHALLTOWN IOWA and BOLTON & MENK, INC.

This Agreement, made this _____ day of September, 2020, by and between the City of Marshalltown, 24 N. Center St, Marshalltown, IA 50158, ("CLIENT"), and BOLTON & MENK, INC., 1519 Baltimore Dr, Ames, IA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with UPRR Quiet Zone ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services. Total cost of services shall not exceed \$105,646.00 without the prior consent of CLIENT.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-180
Technician (Inc. Construction, GIS, Survey ¹)	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2020. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed

in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
6. CONSULTANT shall procure and maintain insurance as required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and subconsultants to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "CLIENTS Claims"), shall not exceed the then total available insurance proceeds paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT'S Claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto, up to the then available amount of insurance under the applicable policy of insurance.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for

which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall 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.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.

Gregory Broussard

Greg Broussard, P.E.

Principal Engineer

EXHIBIT I

CONSULTANT'S SERVICES

MARSHALLTOWN QUIET ZONE IMPLEMENTATION

September 21, 2020

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Survey and Civil Engineering services required for the proposed Quiet zone in Marshalltown.

The basic services anticipated as part of this Agreement include topographic survey, UPRR Coordination, FRA Coordination, Quiet Zone notification, Diagnostic review, construction plans, bidding, construction observation and construction administration.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1 – TOPOGRAPHIC & BOUNDARY SURVEY:

Subtask 1.1: Topographic Survey

Description: Bolton & Menk will complete a topographic of the proposed project including the following items.

- Establish horizontal and vertical survey control, based on Iowa Regional coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, rails, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer

- Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
- Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
- Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

Deliverables

- Certified topographic survey drawing will be submitted in an electronic (Civil3D2019file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

Subtask 1.2: Boundary Survey

Description: Bolton & Menk will complete a boundary survey of the proposed property including the following items.

- Establish the boundary of the property based on the legal description provided by the client.
- Survey markers will be found and verified or placed on the exterior boundary of the site
- File Government Section Corner Certificates on all the required corners with the County Recorder
- Survey map will detail the evaluated evidence and results of the survey; survey map will also display any other potential encroachments to/from the property that were physically observed
- Establish existing right-of-way limits based on the field monumentation, observed prescriptive easement limits, and title reports provided by the County.

Deliverables

- Certified boundary survey drawing will be submitted in an electronic (Civil3D2019file) and hard copy format.

TASK 2 – QUIET ZONE DOCUMENTATION

Subtask 2.1: Kickoff Meeting

This will include a meeting between City staff and key Bolton & Menk personnel to review the project scope, establish the estimated project timeline and discuss any key or critical elements associated with the design.

Subtask 2.2: Revised Concept Layouts

Once the crossing are surveyed the layout will be revised based on the survey linework to evaluate each crossing and quiet zone requirements.

Subtask 2.3: Initial Submittals

This will include making the initial contacts with the Federal Rail Authority, Iowa Department of Transportation and Union Pacific Railroad and begin the quiet zone establishment process. Any drawings/graphics necessary to illustrate the proposed improvements will be provided as well as any documentation.

Subtask 2.4: Diagnostic Review

Bolton & Menk will facilitate an on-site meeting with personnel from the FRA and UPRR to review site conditions and any issues that may affect the proposed design. Minutes of this meeting will be distributed to all parties.

Subtask 2.5: Review Comments

This will include incorporating any issues or design items brought forth at the on-site meeting into the final design of the improvements.

Task 2.6: Final Submittals

This will include the completion of all permits, forms, graphics, etc. for submittal and approval. Bolton & Menk will draft notices of intent and notice of the establishment of a quiet zone for City submittal to respective agencies.

TASK 3: PROJECT DEVELOPMENT, FINAL DESIGN AND BIDDING PHASE SERVICES

Subtask 3.1 Preliminary Plans

Description: The Consultant shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CAD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic

control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets) – Task not used

Preliminary Storm Drainage Design (M Sheets) – Task not used.

Preliminary Sanitary Sewer Design (MWM Sheets) – Task not used

Preliminary Water Main Design (MWM Sheets) – Task not used

Preliminary Pavement Markings Plan (N Sheets) – Task not used

Preliminary Lighting Plans (P Sheets) – Task not used

Preliminary Removal Plans (R Sheets)

This item consists of preliminary design and drafting of proposed improvements and removals.

Preliminary Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Soils Design (T Sheets) – Task not used

Preliminary Construction Details (U Sheets) – Task not used

Preliminary Bridge Plans (V Sheets) – Task not used

Detailed Cross Sections (W & X Sheets)

This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Subtask 3.2 Preliminary Field Review

Description: The task consists of preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Subtask 3.4 Preliminary Design Review Meetings

Description: It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City during the preliminary design phase.

Subtask 3.5 Final Plans

Description: The Consultant shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Final Typical Cross Sections (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Erosion Control and Surface Restoration (EC Sheets)

This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

Final Reference Plans (J Sheets)

This item consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets) – Task not used.

Final Storm Drainage Design (M Sheets) – Task not used

Final Sanitary Sewer Design (MWM Sheets) – Task not used

Final Water Main Design (MWM Sheets) – Task not used

Final pavement marking plans (N Sheets)

This item consists of final design and drafting of pavement markings for the Project.

Final Lighting Plans (P Sheets) – Task not used

Final Removal Plans (R Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Final ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets) – Task not used

Final Construction Details (U Sheets) – Task not used

Final Bridge Plans (V Sheets) – Task not used

Final Design Cross Sections (W & X Sheets)

This task consists of final design and drafting individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary.

Task 3.6: City Review and Comment

City Staff will be provided a copy of the plans at approximately the 90% complete stage for review and we will incorporate any comments into our final design.

Subtask 3.7: Bidding Documents (Project Manual)

The project manual will include the following items:

- General Information for Bidders: Advertisement for Bids, Instructions to Bidders, Special Bidding requirements/provisions
- General Supplementary Conditions
- Information to be submitted with bid: Proposal and Bid Bond
- Agreement, Performance, Payment and Maintenance Bond Forms
- Technical Specifications, SUDAS and City of Marshalltown Supplementary Specifications

Subtask 3.8 Opinion of Probably Construction Cost

The Consultant shall prepare a preliminary Opinion of Probably Construction Cost for the Project. An updated Opinion of Probably Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probably Construction Cost is intended for the use of the City in financing the Project.

Subtask 3.9: Bidding Phase

The Consultant will coordinate and manage the letting process for the project. For estimating purpose, one (1) letting have been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following.

Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Advertisement/Notice of Project

The Consultant shall prepare the formal Notice of Hearing and Letting. The Consultant shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Letting, Bid Tabs, and Award Recommendation

The Consultant shall have a representative present to open the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract document.

TASK 4: PUBLIC INVOLVEMENT PROCESS

Subtask 4.1 Final Design Information Meeting

This task includes conducting one public informational meetings will be attended by up to two (2) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements and a discussion of the plan, as well as gather information on the concerns and specific issues of the adjacent property owners and other affected parties. This task includes the preparation of the public notification letter, display materials and handout information for the meeting.

TASK 5: CONSTRUCTION SERVICES

The Consultant will consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The Consultant will provide the following Construction Services in regard to the Project:

Subtask 5.1 Pre-construction Meeting

The Consultant will conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Subtask 5.2 Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Subtask 5.3 Construction Administration

The Project Manager will perform the following construction administrative responsibilities:

- With the assistance of City staff and City attorney, prepare contracts for execution by the City and the Contractor.
- Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews.
- Convene and preside over weekly construction progress meetings and prepare minutes.
- Provide weekly updates to City staff.
- Prepare and disperse weekly construction newsletters for adjacent properties.

Subtask 5.4 Change Orders and Pay Estimates

The Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The Consultant will prepare and sign Pay Estimates every month for processing by the City.

Subtask 5.5 Construction Observation

This task includes that the Resident Project Representative (RPR) will be on-site during the various stages of construction in order to observe and review the quality of work. See attached Exhibit I-1 for RPR's role. The Consultant will determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be as follows:

6 weeks of construction in 2020. One (1) full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 240 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 240 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Subtask 5.6 Final Inspections and Project Close-Out

The Consultant will conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

TASK 6: PERMIT FEES

Bolton & Menk will permit fees for right of entry permits for survey staff to enter UPRR row to complete the required topographic survey including the following items.

- UPRR Entry Permit Application Fee - \$1045
- UPRR Licensee Fee: \$1,805

- UPRR Protective Liability Insurance: \$1,350
- UPRR Flagger – 4 Days @ \$1,200/day: \$4,800

BASIS OF FEE ASSUMPTIONS

For this proposal the following assumptions were made as to the nature of how or why certain situations would be handled:

- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed
- ROW and/or easements are not anticipated with project.

The services described above in Section I.A. BASIC SERVICES shall be provided on an Hourly not to exceed rate basis as follows:

Scope of Services		
TASK		PRICE
1	Survey	\$ 9,670.00
2	Quiet Zone Process	\$ 15,988.00
3	Design	\$ 33,932.00
4	Public Involvement Plan	\$ 2,120.00
5	Construction Services	\$ 34,936.00
6	Project Fees	\$ 9,000.00
Total		\$ 105,646.00

ITEMS PROVIDED BY CLIENT

The following items are to be provided by CLIENT:

- Existing mapping, reports, and other pertinent information including GIS data
- Specification Special Provisions and Contract Front End Requirements

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit 1.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

**RESOLUTION TO APPROVE THE ANNUAL STREET FINANCIAL
REPORT FOR FY2020**

WHEREAS the State of Iowa collects Road Use Tax Funds as permitted by Iowa Code 312 and transfers to each City the amount of Road Use Tax collected based on each City's population; and

WHEREAS each city is required to record funds received and used for street projects, repairs, maintenance and operational expenses in a special Road Use Tax (RUT) Fund and numbered Fund 110; and

WHEREAS each city is required to annually complete a report known as the Street Financial Report (SFR) and submit it to the IDOT by the due date of September 30th; and

WHEREAS the report shows use of all RUT Funds and any other Funds used in the operation of city streets, including any funds used to service debt in conjunction with a street project; and

WHEREAS the Finance Director has completed the SFR for the fiscal year ending June 30, 2020.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

Section 1. That the City of Marshalltown approves and adopts the Street Financial Report for FY2020.

Section 2. That the City Council directs the Finance Director to submit the report on behalf of the City of Marshalltown on or before the due date of September 30, 2020.

Passed this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

September 25, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Approval of Street Financial Report (SFR) for FY20

Policy Issue: Iowa Code section 312.14 requires all cities to submit the SFR to the Iowa Department of Transportation by September 30th of each year.

Recommendation: The SFR annual report has been prepared by the Finance staff and City Council approval is required. The report is filed electronically.

Background: This report outlines all activity as reported in the Road Use Tax (RUT) fund 110 and also shows other activities associated with streets, including debt payments, capital projects and street-related equipment purchases in other funds also. Pages 1-2 shows expenses by funding source. The General Fund pays for wages and benefits for the Public Works department and a small percentage of the City Administrator, HR Director and Finance Director's time. The RUT transfers in money to reimburse the General Fund. The General Fund also paid for the general liability insurance portion related to Public Works, which is funded by the insurance property tax levy.

The RUT Fund pays for part of the Data Management Coordinator position related to street work. The RUT also pays for contracted work and supplies to develop and maintain streets, street lighting and street sign costs, snow removal, engineering, equipment, and other operational costs for the department.

The Special Revenues Other column is related to costs incurred to our FEMA Category C Street project. Eventually, we will be reimbursed 85% (75% FEMA and 10% state). This project was just started in FY20, so there will be more costs in FY21.

The Debt Service column shows our principal, interest, and bond fees related to the street portion of the bonds. More detail is on page 4. This is funded by local option sales tax property tax relief dollars and TIF street projects.

The Capital Project column consists of projects that are funded by bonds, transfers from local option sales tax capital funds, interest earned, and assessments. The land purchase was for E. Merle Hibbs.

Pages 5-7 show an equipment listing used by the public works department. The additions this year include a Case Wheel Loader, Dump Truck, Street Sweeper, and Case IH Puma Tractor.

Page 9 indicates projects that have been 100% completed by the end of FY20 and are construction, reconstruction or improvement projects. Maintenance projects are not reported.

Page 10 summarizes the activity for the year. If you subtract the transfers in and out between funds of \$4,204,232, net expenses are \$7,607,833 and net revenues are \$10,770,841. Remember that we borrowed \$4 million for E. Merle Hibbs, which is reflected as part of the Capital Projects column. Eighty-five percent of the (\$24,968) ending balance in the Other column will be reimbursed by FEMA and the State.

Budget Impact: If the report is not submitted by the due date of Sept. 30th, the State can withhold RUT payments to the City. FY20's budget for RUT revenue was \$3.4M and the actual amount received was \$3,541,618.

Attachment: Marshalltown2020 Street Financial Report

cc: Jessica Kinser, City Administrator

Street Finance Report for Marshalltown 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$1,141,302	\$11,060	\$18,232				\$1,170,594
Benefits - Roads/Streets	\$439,422	\$2,995	\$6,720				\$449,137
Training & Dues		\$315					\$315
Building & Grounds Maint. & Repair		\$118,345					\$118,345
Vehicle & Office Equip Operation and Repair		\$96,278					\$96,278
Engineering		\$56,184			\$529,080		\$585,264
Insurance	\$34,716	\$337					\$35,053
Printing			\$16		\$51		\$67
Rents & Leases		\$500					\$500
Street Maintenance Expense		\$436,872					\$436,872
Tax Expense					\$64		\$64
Technology Expense		\$10,217					\$10,217
Other Professional Services		\$4,042			\$29,616		\$33,658
Other Contract Services		\$51,800	\$4,450				\$56,250
Chemicals		\$7,146					\$7,146
Minor Equipment Purchases		\$12,260					\$12,260
Office Supplies		\$849					\$849
Operating Supplies		\$143,158					\$143,158
Replacement Posts & Signs		\$21,768					\$21,768
Other Supplies		\$9,721					\$9,721
Vehicles		\$150,107					\$150,107
Heavy Equipment		\$269,625					\$269,625
Office Equipment		\$1,954					\$1,954
Land Purchase		\$17,700			\$294,272		\$311,972
Buildings		\$86,047					\$86,047
Street - New Roadway					\$23,683		\$23,683
Street - Capacity Improvement					\$37,792		\$37,792
Street - Preservation		\$2,750					\$2,750
Other Capital Outlay		\$9,624					\$9,624

Street Finance Report for Marshalltown 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Principal Payment				\$2,189,583			\$2,189,583
Interest Payment				\$320,499			\$320,499
Bond Registration Fees				\$3,273			\$3,273
Transfer Out		\$1,147,898	\$3,056,334				\$4,204,232
Street Lighting		\$227,191					\$227,191
Traffic Control/Safety		\$235,752					\$235,752
Snow Removal		\$194,702					\$194,702
Highway Engineering		\$126,599					\$126,599
Depreciation & Building Utilities		\$20,075					\$20,075
Street Cleaning		\$209,089					\$209,089
Total	\$1,615,440	\$3,682,960	\$3,085,752	\$2,513,355	\$914,558	\$0	\$11,812,065

Street Finance Report for Marshalltown 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$34,716		\$439,422				\$474,138
TIF Revenues			\$365,870				\$365,870
Other Taxes (Hotel, LOST)			\$2,255,492				\$2,255,492
Interest					\$69,901		\$69,901
State Revenues - Road Use Taxes		\$3,541,618					\$3,541,618
Assessments					\$5,603		\$5,603
Contributions <i>*Bond premium</i>					\$58,219		\$58,219
Proceeds from Debt					\$4,000,000		\$4,000,000
Transfer In	\$1,580,724			\$2,513,355	\$110,153		\$4,204,232
Total	\$1,615,440	\$3,541,618	\$3,060,784	\$2,513,355	\$4,243,876	\$0	\$14,975,073

Street Finance Report for Marshalltown 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2011B GO Bonds	\$1,390,000	\$155,000	\$33,600	\$155,000	\$33,600	\$1,235,000
2012A GO Bonds	\$3,375,000	\$400,000	\$63,938	\$400,000	\$63,938	\$2,975,000
2013A GO Bond	\$2,975,000	\$975,000	\$48,375	\$975,000	\$48,375	\$2,000,000
2018 GO Bond	\$1,000,000	\$0	\$44,833	\$0	\$44,833	\$1,000,000
2019 GO (incl E Merle Hibbs)	\$4,000,000	\$0	\$38,000	\$0	\$38,000	\$4,000,000
2016A Go Bond	\$1,780,000	\$170,000	\$35,600	\$170,000	\$35,600	\$1,610,000
2014A GO Bond	\$1,024,719	\$247,191	\$23,551	\$247,191	\$23,551	\$777,528
2015 GO Bond	\$1,366,212	\$242,392	\$32,602	\$242,392	\$32,602	\$1,123,820

Street Finance Report for Marshalltown 2020

Description	Model Year	Usage Type	Cost	Purchased Status
Vactor 2100 plus (storm sewer portion)	2010	Purchased	\$123,006	No Change
JD Excavator-Model 200CLC s/nFF200CX507 (Street)	2012	Purchased	\$99,500	No Change
Fork lift (street)	2006	Purchased	\$15,600	Traded
Ford F450 Aerial Ladder truck (utility)	2000	Purchased	\$43,335	No Change
Ford Expedition 4 x 4	2012	Purchased	\$32,316	No Change
International 7300 SFA 4x2 dump truck	2013	Purchased	\$114,616	No Change
Snogo MP-3D snow blower	2011	Purchased	\$139,938	No Change
Elgin Pelican Sweeper	2011	Purchased	\$163,594	No Change
DuraPatch 6000 gallon oil tank	2010	Purchased	\$47,585	No Change
GPS System Trimble R8 (design survey equip)	2008	Purchased	\$24,878	No Change
Kubota Utility Tractor #52600	2008	Purchased	\$24,950	No Change
Medium duty truck & snow equip MDL L7500	2008	Purchased	\$80,664	No Change
Dura Patcher #14108	2007	Purchased	\$54,500	No Change
Ford LTA 9000 Heavy Truck #37705	1994	Purchased	\$15,000	No Change
International Dump Truck #069944	2003	Purchased	\$71,823	No Change
Chev 1/2 Ton Pickup #287190	2003	Purchased	\$19,835	No Change
Chev Dump Truck #501009	2002	Purchased	\$77,608	Traded
Chev Dump Truck #500826	2002	Purchased	\$77,608	Traded
Johnston Street Sweeper #172051	2001	Purchased	\$110,969	Traded
Ford 1 Ton F350 Truck #63282	1999	Purchased	\$18,941	Junked
Chev Dump Truck #525874	2000	Purchased	\$73,177	Traded
Chevy 1/2 Ton Pickup #07041	2000	Purchased	\$16,194	No Change
Concrete Breaker (Engineering)	2012	Purchased	\$7,531	No Change
John Deere Model 1570 Terrain with mower deck and front mount blower	2018	Purchased	\$37,800	No Change
Grapple Bucket	2018	Purchased	\$17,500	No Change
DuraPatcher Cimline P2 250' Gallon Trailer Mounted	2018	Purchased	\$58,122	No Change
FORD F-350				
KNAPHEIDE SERVICE BODY W/ R&H LADDER UNIT	2017	Purchased	\$76,427	No Change
International 7400 SFA 4X2 Dumpt Truck with snow plow	2018	Purchased	\$140,519	No Change
RAM 2500 4X4 Crew Cab 149" WB Tradesman	2018	Purchased	\$27,826	No Change
International Dump Truck for Street Dept.	2018	Purchased	\$136,150	No Change
Used John Deer Gator	2015	Purchased	\$6,889	No Change
Ram 2500 Truck (Street Dept)	2017	Purchased	\$29,390	Traded

Street Finance Report for Marshelltown 2020

Ram 2500 Truck (Engineering Dept)	2017	Purchased	\$29,390	No Change
Chev 4x4 Pickup #179194	2000	Purchased	\$20,630	Traded
International 7400 Dump Truck with Plow Attachments	2016	Purchased	\$132,166	No Change
International 7300 SFA4X2 Dump Truck	2016	Purchased	\$129,866	No Change
Tiger Bengal Extendable Boom Mower - Side Mount	2015	Purchased	\$28,500	No Change
Case End Loader Model 721F	2015	Purchased	\$164,426	No Change
Speed Trailer	2015	Purchased	\$16,864	No Change
Landpride RC 5020 Mower (Sewer/Dike)	2014	Purchased	\$6,889	No Change
Ford F250 SD (Sewer)	2015	Purchased	\$6,894	No Change
Hydraulic breaker (Sewer)	1111	Purchased	\$7,890	No Change
Bobcat Toolcat	2014	Purchased	\$30,998	No Change
Intl 7300 4x2 Dump Truck (Street)	2014	Purchased	\$129,071	No Change
Garden Tractor (Street)	2012	Purchased	\$12,000	No Change
Street Sweeper	2015	Purchased	\$160,720	No Change
Ford Explorer AWD	2018	Purchased	\$27,985	No Change
CAT 9386 Wheel Endloader #05926	1990	Purchased	\$120,160	No Change
NewHolland Skid loader/trencher	2004	Purchased	\$45,980	No Change
Gallion Steel Roller #812162	1977	Purchased	\$18,000	No Change
Seaman Pulverisor #1088004	1982	Purchased	\$66,969	No Change
Koering Bantam #206705	1977	Purchased	\$80,000	Junked
Chev Silverado-white w/ snow plow #363651	2004	Purchased	\$23,622	No Change
GMC Dump Truck w/ snow plow #520664	2004	Purchased	\$72,414	No Change
Intrnl Dump Truck #151371	2005	Purchased	\$72,259	No Change
John Deere Front End Loader #595830	2005	Purchased	\$94,120	No Change
Ford Ranger XLT (Utility)	2005	Purchased	\$14,870	No Change
ford C8000 cab & Chassisw/Pitman Polecat (Utility)	1989	Purchased	\$19,299	No Change
Johnston Str Sweeper #172002	2005	Purchased	\$115,929	Traded
Dump Truck & Snow Plow #306718	2005	Purchased	\$79,683	No Change
Land Pride 37 Series Disc Mower #441337	2005	Purchased	\$5,372	No Change
Woods 15' Batwing Mower #1011192	2005	Purchased	\$11,825	No Change
Crafco 125 Super Shot - crack sealer #418327	2005	Purchased	\$20,900	No Change
Graco Line Lazer & Driver #BA2768	2005	Purchased	\$9,397	No Change
Chevy Colorado #9404 (Utility)	2006	Purchased	\$13,819	No Change
Hyster Forklift #1587W	1999	Purchased	\$16,000	No Change

Street Finance Report for Marshalltown 2020

MOHAWK LIFT	1990	Purchased	\$9,950	No Change
Used Scissor Lift (Utility)	1990	Purchased	\$9,750	No Change
Int'l Dump Truck & Snow Plow	2009	Purchased	\$100,912	No Change
Ford 3/4 ton pickup #15049	2011	Purchased	\$21,635	No Change
Catepillar Motor Grader #8912186	1973	Purchased	\$15,000	Junked
IHC Crawler Tractor #26263	1969	Purchased	\$18,000	No Change
Case Tractor #11490096	1985	Purchased	\$10,657	No Change
IHC End Loader #32286	1111	Purchased	\$59,000	Traded
JF Disc Mower #1902	1990	Purchased	\$5,600	No Change
Chev Dump Truck #105957	1999	Purchased	\$75,213	Traded
Compost Read Screen All (Sifter) #1134	1990	Purchased	\$49,000	No Change
Chev Dump Truck #100422	1999	Purchased	\$75,959	Traded
Chev Truck w/Plow #109893	1998	Purchased	\$92,586	Junked
Ford 2 1/2 Ton Dump Truck #07011	1984	Purchased	\$7,000	Junked
Road LaserPaint Line Striper BA207	1998	Purchased	\$35,660	No Change
Chev Truck w/Plow #106206	1997	Purchased	\$62,285	No Change
Ford 3/4 Ton 4x4 Pickup #B00649	1991	Purchased	\$13,743	No Change
Gaillion Motor Grader #200888	1994	Purchased	\$94,975	No Change
Chev 1 Ton Pickup #452706	2000	Purchased	\$29,566	No Change
O'Halloran Dump truck & plow #33339	2011	Purchased	\$30,646	No Change
Chevy S-10 Pickup #53627	1995	Purchased	\$11,092	No Change
Wisconsin Tagalong Trailer	1986	Purchased	\$14,923	No Change
Chev Dump Truck #100222	1986	Purchased	\$20,720	Junked
Load King Trailer #8154	1959	Purchased	\$20,000	Junked
Chev Dump Truck w/ snow equip #25692	2000	Purchased	\$73,177	No Change
Trailer Mounted Hot Box	1995	Purchased	\$14,875	Junked
Humpback Trailer Pump #13955	1111	Purchased	\$7,884	No Change
6 Tailgate Spreaders/Vibrators	1111	Purchased	\$12,078	No Change
Leeboy Asphalt Paver #1000 T-959	1989	Purchased	\$34,052	No Change
Turner 48" Flail Mower #22308	1988	Purchased	\$21,900	No Change
Chev Basket Truck #110497	1987	Purchased	\$69,842	No Change
Ford F250 XL Crew 4X4	2019	Purchased	\$28,750	No Change
Case 721G Wheel Loader S/N NJF246052	2019	Purchased	\$155,000	New
International Dump Truck Model HV507SFA	2020	Purchased	\$144,610	New

Street Finance Report for Marshalltown 2020

Elgin Pelican NP Street Sweeper	2019	Purchased	\$221,280	New
Case IH 215 Puma Tractor	2011	Purchased	\$75,250	New

Street Finance Report for Marshalltown 2020

Project Description	Contract Price	Final Price	Contractor Name
S. 3rd Street Microsurfacing	\$356,332	\$375,113	Fahrner Asphalt Sealers LLC
Asphalt to concrete S. 4th Ave from Anson Street to Anson Park	\$135,692	\$141,563	Brycon LLC

Street Finance Report for Marshalltown 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$6,078,798			\$1,224,730		\$7,303,528
Expense	\$1,615,440	\$3,682,960	\$3,085,752	\$2,513,355	\$914,558		\$11,812,065
Revenue	\$1,615,440	\$3,541,618	\$3,060,784	\$2,513,355	\$4,243,876		\$14,975,073
Ending Balance		\$5,937,456	-\$24,968		\$4,554,048		\$10,466,536

Resolution Number: 2020-

Execution Date: 9/28/2020

Signature: Diana Steiner

**RESOLUTION ORDERING CONSTRUCTION OF THE EAST MAIN STREET
DRAINAGE IMPROVEMENTS PROJECT SMW20004, 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 East Main Street Drainage Improvements Project No. SMW20004, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No SMW20004, 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 East Main Street Drainage Improvements Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SMW20004, 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 East Main Street Drainage Improvements 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 October 12th, 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 A.M., local time, on October 13, 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 P.M., local time, on October 26, 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 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



EAST MAIN STREET DRAINAGE IMPROVEMENTS

PROJECT NO. SMW20004

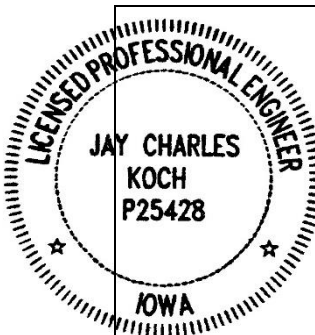
PREPARED BY:

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: 9/10/20

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

TABLE OF CONTENTS

	Page
PART I – BIDDING AND CONTRACT DOCUMENTS.....	7
OFFICIAL NOTICE OF HEARING AND LETTING	9
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT.....	13
BIDDING DOCUMENTS.....	25
BID FORM FOR CONSTRUCTION CONTRACT	27
BID BOND (PENAL SUM FORM).....	35
BIDDERS QUALIFICATIONS STATEMENT	37
BIDDER STATUS FORM	41
CONTRACT DOCUMENTS.....	43
NOTICE OF AWARD.....	45
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)	47
PERFORMANCE BOND	55
PAYMENT BOND.....	59
WARRANTY BOND.....	63
NOTICE TO PROCEED	65
CONTRACT CONDITIONS	67
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	69
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT..	151
ADDITIONAL FORMS	175
CERTIFICATE OF SUBSTANTIAL COMPLETION	177
NOTICE OF ACCEPTABILITY OF WORK	179
CONTRACTOR'S APPLICATION FOR PAYMENT.....	181
CHANGE ORDER NO.: [#]	189
FIELD ORDER NO.: [FO#]	191
CITY OF MARSHALLTOWN'S SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS	193
SUPPLEMENTAL DIVISION 1 – GENERAL PROVISIONS AND COVENANTS.....	195
(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)	195
(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND CONDITION (SUDAS).....	195

(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF CONTRACT (SUDAS).....	195
(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS).....	195
(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS).....	195
(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS).....	195
(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC (SUDAS).....	195
(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)	195
(DELETE) SECTION 1090 - MEASUREMENT AND PAYMENT (SUDAS)	195
(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF MARSHALLTOWN).	195
(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT.....	195
(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.	195
(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).	195
(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.....	195
(ADD) EJCDC C 510 NOTICE OF AWARD.	195
(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED SUM).....	195
(ADD) EJCDC C 550 NOTICE TO PROCEED.....	195
(ADD) EJCDC C 610 PERFORMANCE BOND.....	196
(ADD) EJCDC C-615 PAYMENT BOND.	196
(ADD) EJCDC C 612 WARRANTY BOND.	196
(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	196
(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.....	196
(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.....	196
(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.....	196
(ADD) EJCDC C 620 CONTRACTOR'S APPLICATION FOR PAYMENT.	196
(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.....	196
(ADD) EJCDC C 941 CHANGE ORDER.....	196
(ADD) EJCDC C 942 FIELD ORDER.	196
SUPPLEMENTAL DIVISION 1 – GENERAL REQUIREMENTS.....	197
SECTION 01 11 00 - SUMMARY OF WORK (ADD)	199
SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD)	205

SECTION 01 25 00 - SUBSTITUTIONS (ADD)	207
SECTION 01 31 13 - COORDINATION (ADD)	209
SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD)	211
SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)	213
SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD)	215
SECTION 01 45 00 - QUALITY CONTROL (ADD)	219
SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)	221
SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)	225
SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)	227
SUPPLEMENTAL DIVISION 2 - EARTHWORK	231
DIVISION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE SPECIAL PROVISIONS	231
SUPPLEMENTAL DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION	233
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL	233
SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)	233
SUPPLEMENTAL DIVISION 4 - SEWERS AND DRAINS	237
SECTION 4010 - SANITARY SEWERS	237
SECTION 04020 - STORM SEWERS	263
SECTION 4030 - PIPE CULVERTS	265
SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS	271
SECTION 4050 - PIPE REHABILITATION	277
SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS ...	277
SUPPLEMENTAL DIVISION 5 – WATER MAINS AND APPURTENANCES	281
SUPPLEMENTAL DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER	283
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS ...	283
SECTION 6020 - REHABILITATION OF EXISTING MANHOLES	294
SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES	294
SUPPLEMENTAL DIVISION 7 - STREETS AND RELATED WORK	295
SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT	295
SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS	304

SECTION 7020 - HOT MIX ASPHALT PAVEMENT	304
SECTION 7021 - HOT MIX ASPHALT OVERLAYS	309
SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS...	309
SECTION 7040 - PAVEMENT REHABILITATION	330
SECTION 7050 - ASPHALT STABILIZATION	338
SECTION 7060 - BITUMINOUS SEAL COAT	338
SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL	339
SECTION 7080 - PERMEABLE INTERLOCKING PAVERS	339
SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING	339
SECTION 7091 - FULL DEPTH RECLAMATION	340
SUPPLEMENTAL DIVISION 8 – TRAFFIC CONTROL	341
SECTION 8010 - TRAFFIC SIGNALS	341
SECTION 8020 - PAVEMENT MARKINGS	341
SECTION 8030 - TEMPORARY TRAFFIC CONTROL	341
SUPPLEMENTAL DIVISION 9 – SITE WORK AND LANDSCAPING	343
SECTION 9020 - SODDING	344
SECTION 9030 - PLANT MATERIAL AND PLANTING	344
SECTION 9040 - EROSION AND SEDIMENT CONTROL	346
SECTION 9050 - GABIONS AND REVET MATTRESSES	347
SECTION 9060 - CHAIN LINK FENCE	347
SECTION 9070 - LANDSCAPE RETAINING WALLS	347
SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS	348
SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL	348
SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL	348
SUPPLEMENTAL DIVISION 10 – DEMOLITION	349
SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES	349
SUPPLEMENTAL DIVISION 11 – MISCELLANEOUS	351
SECTION 11,010 - CONSTRUCTION SURVEY	351
SECTION 11,020 – MOBILIZATION	351
SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION ...	351
SECTION 11,040 - TEMPORARY SIDEWALK ACCESS	351
SECTION 11,050 - CONCRETE WASHOUT	351

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PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

EAST MAIN STREET DRAINAGE IMPROVEMENTS

PROJECT NO. SMW20004

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE EAST MAIN STREET DRAINAGE IMPROVEMENTS 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 12th day of October, 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. SMW20004, the EAST MAIN STREET DRAINAGE IMPROVEMENTS 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 13th day of October, 2020 for the construction of the EAST MAIN STREET DRAINAGE IMPROVEMENTS as described in the plans and specifications for Project No. SMW20004, 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 26th day of October, 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 EAST MAIN STREET DRAINAGE IMPROVEMENTS in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW20004 the EAST MAIN STREET DRAINAGE IMPROVEMENTS.

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 - E. Main Street Drainage Improvements			
Item No.	Bid Items	Bid Quantity	Unit
1	Topsoil, On-site	42	CuYd
2	Excavation, Class 13	159	CuYd
3	Subgrade Preparation	557	SqYd
4	Subbase, Modified (Type)	557	SqYd
5	Valve Box Adjustment, Minor	1	Each
6	Manhole Adjustment, Minor	1	Each
7	Pavement, PCC, 8" (Thickness)	280.8	SqYd

Base Bid - E. Main Street Drainage Improvements			
Item No.	Bid Items	Bid Quantity	Unit
8	Pavement, PCC, 8" (Thickness) (Fillet)	93.2	SqYd
9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	34.2	SqYd
10	Curb and Gutter, 30" (Width), 8" (Thickness)	79	Ft
11	Removal of Sidewalk	100.8	SqYd
12	Removal of Curb	181	Ft
13	Sidewalk, PCC, 6" (Thickness)	101.9	SqYd
14	Detectable Warning	80	SqFt
15	Pavement Removal	396.1	SqYd
16	Temporary Traffic Control	1	LS
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	250	SqYd
18	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
19	SWPPP Preparation	1	LS
20	SWPPP Management	1	LS
21	Construction Survey	1	LS
22	Mobilization	1	LS
23	Concrete Washout	1	LS

An Alternate Bid will be taken to provide curb and gutter along the entire south side of Main Street from 7th Avenue to 8th Avenue.

Alternate Bid - Additional Curb & Gutter - E. Main St.			
Item No.	Description	Quantity	Units
1	Topsoil, On-site	34	CuYd
2	Excavation, Class 13	109	CuYd
3	Subgrade Preparation	387	SqYd
4	Subbase, Modified (Type)	387	SqYd
5	Pavement, PCC, 8" (Thickness)	192	SqYd
6	Curb and Gutter, 30" (Width), 8" (Thickness)	347	Ft
7	Removal of Sidewalk	2.2	SqYd
8	Removal of Driveway	26.1	SqYd
9	Removal of Curb	347	Ft
10	Sidewalk, PCC, 6" (Thickness)	2.2	SqYd
11	Pavement Removal	268.9	SqYd
12	Temporary Traffic Control	1	LS
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	202	SqYd
14	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
15	Construction Survey	1	LS
16	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW20004 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 \$150 per paper set of plans, specifications and proposed 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 28th day of September, 2020.

Owner: City of Marshalltown

By: Alicia Hunter

Title: City Clerk

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINED TERMS	14
ARTICLE 2— BIDDING DOCUMENTS.....	14
ARTICLE 3— QUALIFICATIONS OF BIDDERS	15
ARTICLE 4— PRE-BID CONFERENCE	16
ARTICLE 5— SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE	16
ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS	18
ARTICLE 7— INTERPRETATIONS AND ADDENDA	18
ARTICLE 8— BID SECURITY	19
ARTICLE 9— CONTRACT TIMES.....	19
ARTICLE 10— SUBSTITUTE AND "OR EQUAL" ITEMS	19
ARTICLE 11— SUBCONTRACTORS, SUPPLIERS, AND OTHERS	20
ARTICLE 12— PREPARATION OF BID	20
ARTICLE 13— BASIS OF BID	21
ARTICLE 14— SUBMITTAL OF BID.....	22
ARTICLE 16— OPENING OF BIDS.....	22
ARTICLE 17— BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	22
ARTICLE 18— EVALUATION OF BIDS AND AWARD OF CONTRACT	23
ARTICLE 19— BONDS AND INSURANCE	24
ARTICLE 20— SIGNING OF AGREEMENT	24
ARTICLE 21— SALES AND USE TAXES	24
ARTICLE 22— PREFERENCE FOR IOWA PRODUCTS	24
ARTICLE 23— ENGINEER INFORMATION	24

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 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 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.

2.06 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.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. 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.
- B. 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.
- C. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- D. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

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 previous experience and present commitments.

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

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

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

5.01 Site and Other Areas

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

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
- B. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - 2. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - 3. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 4. Technical Data contained in such reports and drawings.
- C. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose

accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- D. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 - E. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 Owner will make copies of these other Site-related documents available to any Bidder on request.
- 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. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - D. 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.
 - E. 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.
 - F. 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 23.
- 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 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.02 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

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 the Bid Form, Bid Bond Form, and other required documents. 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.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations, as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

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

ARTICLE 21—SALES AND USE TAXES

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

ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS

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

ARTICLE 23—ENGINEER INFORMATION

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

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT
FOR
EAST MAIN STREET DRAINAGE IMPROVEMENTS
SMW20004

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

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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

BASE BID – E. MAIN ST. DRAINAGE IMPROVEMENTS

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Topsoil, On-site	42	CuYd	\$	\$
2	Excavation, Class 13	159	CuYd	\$	\$
3	Subgrade Preparation	557	SqYd	\$	\$
4	Subbase, Modified (Type)	557	SqYd	\$	\$
5	Valve Box Adjustment, Minor	1	Each	\$	\$
6	Manhole Adjustment, Minor	1	Each	\$	\$
7	Pavement, PCC, 8" (Thickness)	280.8	SqYd	\$	\$
8	Pavement, PCC, 8" (Thickness) (Fillet)	93.2	SqYd	\$	\$
9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	34.2	SqYd	\$	\$
10	Curb and Gutter, 30" (Width), 8" (Thickness)	79	Ft	\$	\$
11	Removal of Sidewalk	100.8	SqYd	\$	\$
12	Removal of Curb	181	Ft	\$	\$
13	Sidewalk, PCC, 6" (Thickness)	101.9	SqYd	\$	\$
14	Detectable Warning	80	SqFt	\$	\$
15	Pavement Removal	396.1	SqYd	\$	\$
16	Temporary Traffic Control	1	LS	\$	\$
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	250	SqYd	\$	\$
18	Warranty (Seeding, Fertilizing, and Mulching)	1	LS	\$	\$
19	SWPPP Preparation	1	LS	\$	\$
20	SWPPP Management	1	LS	\$	\$
21	Construction Survey	1	LS	\$	\$
22	Mobilization	1	LS	\$	\$
23	Concrete Washout	1	LS	\$	\$
	Total of Base Bid				\$

ALTERNATE BID – ADDITIONAL CURB & GUTTER - E. MAIN ST.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Topsoil, On-site	34	CuYd	\$	\$
2	Excavation, Class 13	109	CuYd	\$	\$
3	Subgrade Preparation	387	SqYd	\$	\$
4	Subbase, Modified (Type)	387	SqYd	\$	\$
5	Pavement, PCC, 8" (Thickness)	192	SqYd	\$	\$
6	Curb and Gutter, 30" (Width), 8" (Thickness)	347	Ft	\$	\$
7	Removal of Sidewalk	2.2	SqYd	\$	\$
8	Removal of Driveway	26.1	SqYd	\$	\$
9	Removal of Curb	347	Ft	\$	\$
10	Sidewalk, PCC, 6" (Thickness)	2.2	SqYd	\$	\$
11	Pavement Removal	268.9	SqYd	\$	\$
12	Temporary Traffic Control	1	LS	\$	\$
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	202	SqYd	\$	\$
14	Warranty (Seeding, Fertilizing, and Mulching)	1	LS	\$	\$
15	Construction Survey	1	LS	\$	\$
16	Mobilization	1	LS	\$	\$
	Total Alternate Bid				\$

3.02 Bidder acknowledges that:

- A. 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
- B. 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

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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>): E. Main St. Drainage Improvements SMW20004 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</i>) (<i>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 . _____ (<i>Signature</i>)	Attest . _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ 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:

Owner: City of Marshalltown

Owner's Project No.: SMW20004

Engineer: City of Marshalltown

Engineer's Project No.:

Project: E. Main St. Drainage Improvements

Contract Name: Base Bid Plus Alternate Bid

Bidder:

Bidder's Address:

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

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

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

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

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

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

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

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

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

Owner: **City of Marshalltown, Iowa**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **E. Main St. Drainage Improvements**

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of surface drainage features to maintain flow along East Main Street.**

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained **City of Marshalltown** ("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 of Marshalltown's 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 **April 15, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 15, 2021**.

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 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 Milestones, 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.

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 **25th** 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 **10** sheets with each sheet bearing the following general title: **E. Main St. Drainage Improvements**.
 7. Addenda (numbers [number] to [number], inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has 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. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance

of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. 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.
8. 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.
9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

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

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

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

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 N. Center St.

Marshalltown, IA

50158

Designated Representative:

Name:

Justin Nickel

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center St.

Marshalltown, IA

50158

Phone: (641) 754-5734

Email: jnickel@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:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor'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 Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): E. Main St. Drainage Improvements SMW20004 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <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: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor'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 Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): E. Main St. Drainage Improvements SMW20004 Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <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: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor’s principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety’s principal place of business]
Owner Name: City of Marshalltown Address <i>(principal place of business)</i> : 24 North Center Street Marshalltown, IA 50158	Construction Contract Description <i>(name and location)</i> : E. Main St. Drainage Improvements SMW20004 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract’s Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
 <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	 <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

NOTICE TO PROCEED

Owner: City of Marshalltown Owner's Project No.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: E. Main St. Drainage Improvements
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

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	74
1.01 Defined Terms.....	74
1.02 Terminology	79
Article 2—Preliminary Matters.....	80
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	80
2.02 Copies of Documents.....	81
2.03 Before Starting Construction	81
2.04 Preconstruction Conference; Designation of Authorized Representatives ...	81
2.05 Acceptance of Schedules.....	81
2.06 Electronic Transmittals.....	82
Article 3—Contract Documents: Intent, Requirements, Reuse.....	82
3.01 Intent	82
3.02 Reference Standards	83
3.03 Reporting and Resolving Discrepancies	83
3.04 Requirements of the Contract Documents	84
3.05 Reuse of Documents.....	85
Article 4—Commencement and Progress of the Work.....	85
4.01 Commencement of Contract Times; Notice to Proceed	85
4.02 Starting the Work	85
4.03 Reference Points.....	85
4.04 Progress Schedule.....	86
4.05 Delays in Contractor's Progress.....	86
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	88
5.01 Availability of Lands	88
5.02 Use of Site and Other Areas	88
5.03 Subsurface and Physical Conditions.....	89
5.04 Differing Subsurface or Physical Conditions	90

5.05	Underground Facilities	92
5.06	Hazardous Environmental Conditions at Site	94
Article 6—Bonds and Insurance		96
6.01	Performance, Payment, and Other Bonds	96
6.02	Insurance—General Provisions.....	97
6.03	Contractor’s Insurance	99
6.04	Builder’s Risk and Other Property Insurance	100
6.05	Property Losses; Subrogation	100
6.06	Receipt and Application of Property Insurance Proceeds	102
Article 7—Contractor’s Responsibilities.....		102
7.01	Contractor’s Means and Methods of Construction	102
7.02	Supervision and Superintendence	102
7.03	Labor; Working Hours	103
7.04	Services, Materials, and Equipment.....	103
7.05	“Or Equals”	103
7.06	Substitutes	105
7.07	Concerning Subcontractors and Suppliers.....	106
7.08	Patent Fees and Royalties	108
7.09	Permits.....	108
7.10	Taxes	108
7.11	Laws and Regulations.....	109
7.12	Record Documents	109
7.13	Safety and Protection.....	109
7.14	Hazard Communication Programs	111
7.15	Emergencies	111
7.16	Submittals	111
7.17	Contractor’s General Warranty and Guarantee.....	114
7.18	Indemnification	115
7.19	Delegation of Professional Design Services	115
Article 8—Other Work at the Site		116
8.01	Other Work.....	116
8.02	Coordination.....	117
8.03	Legal Relationships.....	117

Article 9—Owner’s Responsibilities.....	119
9.01 Communications to Contractor.....	119
9.02 Replacement of Engineer.....	119
9.03 Furnish Data	119
9.04 Pay When Due	119
9.05 Lands and Easements; Reports, Tests, and Drawings	119
9.06 Insurance	119
9.07 Change Orders.....	119
9.08 Inspections, Tests, and Approvals	119
9.09 Limitations on Owner’s Responsibilities	119
9.10 Undisclosed Hazardous Environmental Condition	120
9.11 Evidence of Financial Arrangements.....	120
9.12 Safety Programs	120
Article 10—Engineer’s Status During Construction	120
10.01 Owner’s Representative	120
10.02 Visits to Site	120
10.03 Resident Project Representative.....	121
10.04 Engineer’s Authority	121
10.05 Determinations for Unit Price Work.....	121
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work.....	121
10.07 Limitations on Engineer’s Authority and Responsibilities	121
10.08 Compliance with Safety Program	122
Article 11—Changes to the Contract.....	122
11.01 Amending and Supplementing the Contract.....	122
11.02 Change Orders.....	122
11.03 Work Change Directives	123
11.04 Field Orders	123
11.05 Owner-Authorized Changes in the Work.....	124
11.06 Unauthorized Changes in the Work	124
11.07 Change of Contract Price.....	124
11.08 Change of Contract Times	125
11.09 Change Proposals.....	126

11.10 Notification to Surety	127
Article 12—Claims.....	127
12.01 Claims	127
Article 13—Cost of the Work; Allowances; Unit Price Work	129
13.01 Cost of the Work	129
13.02 Allowances	132
13.03 Unit Price Work	133
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	134
14.01 Access to Work	134
14.02 Tests, Inspections, and Approvals	134
14.03 Defective Work.....	135
14.04 Acceptance of Defective Work	135
14.05 Uncovering Work.....	136
14.06 Owner May Stop the Work	136
14.07 Owner May Correct Defective Work.....	136
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	137
15.01 Progress Payments.....	137
15.02 Contractor’s Warranty of Title.....	140
15.03 Substantial Completion	141
15.04 Partial Use or Occupancy	142
15.05 Final Inspection	142
15.06 Final Payment	142
15.07 Waiver of Claims	144
15.08 Correction Period	144
Article 16—Suspension of Work and Termination	145
16.01 Owner May Suspend Work	145
16.02 Owner May Terminate for Cause	145
16.03 Owner May Terminate for Convenience.....	146
16.04 Contractor May Stop Work or Terminate.....	147
Article 17—Final Resolution of Disputes	147
17.01 Methods and Procedures	147
Article 18—Miscellaneous	148

18.01 Giving Notice..... 148

18.02 Computation of Times 148

18.03 Cumulative Remedies 148

18.04 Limitation of Damages 148

18.05 No Waiver 149

18.06 Survival of Obligations 149

18.07 Controlling Law 149

18.08 Assignment of Contract..... 149

18.09 Successors and Assigns 149

18.10 Headings..... 149

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on

special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks,

tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the

accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the

subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a

qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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

them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1)

any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under

the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and
 - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions,

or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds

thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or

material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to

changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill

warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a

written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved

variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the

Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has

arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or

increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time

thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim

by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the

Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,

disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A.** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:** Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the

Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by

Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation

warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and

other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written

recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the

Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or

damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINITIONS AND TERMINOLOGY	153
ARTICLE 2— PRELIMINARY MATTERS	153
2.01 Delivery of Bonds and Evidence of Insurance.....	153
2.02 Copies of Documents.....	153
2.06 Electronic Transmittals.....	154
ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE.....	158
3.03 Reporting and Resolving Discrepancies	158
ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK	159
4.05 Delays in Contractor's Progress.....	159
ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS	160
5.03 Subsurface and Physical Conditions.....	160
5.06 Hazardous Environmental Conditions	160
ARTICLE 6— BONDS AND INSURANCE	161
6.01 Performance, Payment, and Other Bonds	161
6.02 Insurance—General Provisions.....	161
6.03 Contractor's Insurance	162
ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES	166
7.03 Labor; Working Hours	166
7.07 Concerning Subcontractors and Suppliers.....	166
7.10 Taxes	167
ARTICLE 8— OTHER WORK AT THE SITE	167
ARTICLE 9— OWNER'S RESPONSIBILITIES.....	167
ARTICLE 10— ENGINEER'S STATUS DURING CONSTRUCTION.....	167
ARTICLE 11— CHANGES TO THE CONTRACT	167
ARTICLE 12— CLAIMS	167
ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK	167
13.01 Cost of the Work	167

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.....	168
ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD	168
15.01 Progress Payments.....	168
15.03 Substantial Completion	169
15.06 Final Payment	169
15.08 Correction Period	169
ARTICLE 16— SUSPENSION OF WORK AND TERMINATION	170
ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES	170
17.02 Attorneys' Fees	170
ARTICLE 18— MISCELLANEOUS	170
ARTICLE 19— FEDERAL REQUIREMENTS	170
19.01 Conflict of Interest	170
19.02 Gratuities.....	170
19.03 Environmental Requirements	171

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
N/A		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
N/A		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
N/A		None

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		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

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner’s legal holidays are: New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday.”

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Add a new paragraph immediately after Paragraph 7.07.M:

- N. The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

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—ENGINEER'S STATUS DURING CONSTRUCTION

No Supplementary Conditions in this Article.

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":

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.

SC-19.04 Add Article 19.03 with the title “Environmental Requirements”:

19.03 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 - 1. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the State Historic Preservation Office (SHPO).
 - 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the U.S. Fish and Wildlife Service.
 - 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: **[Insert mitigation measures here]**.

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	Contractors 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.			

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ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: East Main Street Drainage Improvements
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.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: East Main Street Drainage Improvements
Contract Name:
Notice Date: Effective Date of the Construction Contract:

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

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

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

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

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

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

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

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: <u>City of Marshalltown</u> Engineer: <u>City of Marshalltown</u> Contractor: _____ Project: <u>East Main Street Drainage Improvements</u> Contract: _____	Owner's Project No.: <u>SMW20004</u> Engineer's Project No.: _____ Contractor's Project No.: _____																								
Application No.: _____ Application Date: _____ Application Period: From _____ to _____																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right; border: 1px solid black;">\$ -</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right; border: 1px solid black;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right; border: 1px solid black;">\$ -</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. _____ X \$ _____ Work Completed</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td> b. _____ X \$ _____ Stored Materials</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td></td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right; border: 1px solid black;">\$</td> </tr> </table>		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. _____ X \$ _____ Work Completed	\$	b. _____ X \$ _____ Stored Materials	\$	c. Total Retainage (Line 5.a + Line 5.b)	\$	6. Amount eligible to date (Line 4 - Line 5.c)	\$	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$	9. Balance to finish, including retainage (Line 3 - Line 4)	\$
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)	\$																								
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b. _____ X \$ _____ Stored Materials	\$																								
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6. Amount eligible to date (Line 4 - Line 5.c)	\$																								
7. Less previous payments (Line 6 from prior application)																									
8. Amount due this application	\$																								
9. Balance to finish, including retainage (Line 3 - Line 4)	\$																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: _____ Signature: _____ Date: _____																									
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

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Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW20004
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	East Main Street Drainage Improvements		
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 (\$)				
Original Contract								
Original Contract Totals		\$	\$	\$	\$	\$		\$
Change Orders								

Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	East Main Street Drainage Improvements
Contract:	

Owner's Project No.:	SMW20004
Engineer's Project No.:	
Contractor's Project No.:	

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		\$	\$	\$	\$	\$		\$

Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	East Main Street Drainage Improvements
Contract:	

Owner's Project No.: SMW20004

Engineer's Project No.: _____

Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Original Contract Totals					\$	\$	\$	\$	\$		\$
Change Orders											

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW20004
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	East Main Street Drainage Improvements		
Contract:			

Application No.:		Application Period:	From		to		Application Date:	
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CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: SMW20004
 Engineer: City of Marshalltown Engineer's Project No.:
 Contractor: Contractor's Project No.:
 Project: East Main Street Drainage Improvements
 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) By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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FIELD ORDER NO.: [FO#]

Owner: City of Marshalltown Owner's Project No.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: East Main Street Drainage Improvements
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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**CITY OF MARSHALLTOWN'S SUPPLEMENTAL
SPECIFICATIONS TO THE IOWA
STATEWIDE URBAN DESIGN AND SPECIFICATIONS**



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

The City of Marshalltown has accepted the Iowa Statewide Urban Design and Specifications for all utility, street and sub-development construction. The City has made modifications to the documents and revisions are provided as Supplemental Specifications to the Iowa Statewide Urban Design and Specifications (SUDAS). The supplemental specifications shall take precedence over the SUDAS documents.

The Supplemental Specifications are provided in the same order and format as the SUDAS documents.

SUPPLEMENTAL DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)

**(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND
CONDITION (SUDAS)**

**(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF
CONTRACT (SUDAS)**

(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS)

(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS)

(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS)

**(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC (SUDAS)**

(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)

(DELETE) SECTION 1090 - MEASUREMENT AND PAYMENT (SUDAS)

**(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF
MARSHALLTOWN).**

**(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.

(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).

(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.

(ADD) EJCDC C 510 NOTICE OF AWARD.

**(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND
CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED
SUM).**

(ADD) EJCDC C 550 NOTICE TO PROCEED.

(ADD) EJCDC C 610 PERFORMANCE BOND.

(ADD) EJCDC C-615 PAYMENT BOND.

(ADD) EJCDC C 612 WARRANTY BOND.

**(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

**(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.

(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.

(ADD) EJCDC C 620 CONTRACTOR'S APPLICATION FOR PAYMENT.

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.

(ADD) EJCDC C 941 CHANGE ORDER.

(ADD) EJCDC C 942 FIELD ORDER.

SUPPLEMENTAL DIVISION 1 – GENERAL REQUIREMENTS

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SECTION 01 11 00 - SUMMARY OF WORK (ADD)

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DEFINITIONS

- A. The definitions shall be as presented in the General Conditions, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," "Architect" – Marshalltown Public Works Engineering Department, with a mailing address of 24 N. Center Street, Marshalltown, Iowa 501581; telephone number: (641) 754-5734.
- C. "Owner" or "City" – City of Marshalltown, Iowa, as represented by its proper authorities and with the mailing address of 24 N. Center Street, Marshalltown, Iowa 50158.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
 - 1. Division 1 - General Requirements
 - 2. Division 2 – Earthwork
 - 3. Division 3 – Trench and Trenchless Construction
 - 4. Division 4 – Sewers and Drains
 - 5. Division 6 – Structures for Sanitary and Storm Sewer
 - 6. Division 7 - Streets and Related Work
 - 7. Division 8 – Traffic Control
 - 8. Division 9 – Site Work and Landscaping
 - 9. Division 10 - Demolition
 - 10. 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.

- 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 BY OTHERS

Refer to the General and Supplementary Conditions.

1.06 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. Centurylink
Pat Cairns
Work: (515) 263-7305
Pat.Cairns@Centurylink.Com

3. Marshalltown Water Works
Zach Maxfield
Work: (641) 753-7913
Zach@Marshalltownwater.Com

4. Heart Of Iowa Coop
Jay Duncan
(641) 486-2211
Jduncan@HeartofIowa.Coop

5. Alliant Energy
Bill Farrington
(319) 286-1302
Billfarrington@Alliantenergy.Com

6. Mediacom
Curt Hodges
(515) 669-3647
Chodges@Mediacomcc.Com

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.

1.07 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.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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.
- D. The provisions of the U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all portions of the work.

1.02 SCOPE

- A. This Section identifies the special project conditions and procedures required by the above referenced permits.
- B. The Contractor shall be responsible for implementing and conforming to all special project procedures and requirements as identified herein.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS

- A. For information regarding the requirements of the General Permit No. 2, the permit information may be found at <https://www.iowadnr.gov/Portals/idnr/uploads/water/npdes/gp2.pdf> and <https://www.iowadnr.gov/Portals/idnr/uploads/water/stormwater/guidanceno2.pdf?ver=2019-06-26-092224-590> on the Iowa Department of Natural Resources web site.
- B. The Contractor shall prepare a Storm Water Pollution Prevention Plan as per Section 9040 and be required to complete and submit a Notice of Intent for Coverage Under General Permit No. 2.

3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS

In the event a Temporary Dewatering Permit is required, the Contractor shall be responsible for making application for the necessary permit. For information regarding the need for and requirements of a Temporary Dewatering Permit, the

information may be found at: <http://www.iowadnr.gov/LinkClick.aspx?fileticket=m-nVfGXIYP0%3d&portalid=3>

3.03 CORPS OF ENGINEERS 404 PERMIT REQUIREMENTS

U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all work on this project. The requirements of the permit are provided below:

- A. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- B. This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to Pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- C. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.
- D. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)
- E. Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).
- F. Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

- G. Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require Pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

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

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SECTION 01 45 00 - QUALITY CONTROL (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

1.02 SCOPE

This Section is intended to describe the Contractor's responsibilities regarding quality control.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Quality control is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)

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. Temporary facilities are 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

Temporary facilities are considered incidental Work with no separate payment to be made.

END OF SECTION

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SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

1.02 SCOPE

This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.

3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)

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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SUPPLEMENTAL DIVISION 2 - EARTHWORK

DIVISION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE SPECIAL PROVISIONS

PART 1 - GENERAL

1.03 through 1.07: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - MATERIALS

2.04 FOUNDATION MATERIALS

5. Geogrid:

- a. **(DELETE) Rectangular or Square:** ~~Use an integrally formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:~~

Table 2010.02: Geogrid (Rectangular or Square)

Property	Test Method	Units	Type 1 ¹	Type 2
Aperture stability modulus at 20 kg-cm	Kinney²-01	kg-cm/deg	3.2	6.5
Minimum true initial modulus in use				
Machine direction (MD)	ASTM D 6637	lb/ft	15,080	32,890
Gross Machine direction (CMD)			20,560	44,725
Tensile strength, 2% strain				
MD	ASTM D 6637	lb/ft	270	410
CMD			380	590
Junction efficiency	GRI-GG2-87	%	93	93
Flexural rigidity	ASTM D 1388	mg-cm	250,000	750,000
Aperture size				
Minimum	N/A	in.	0.5	0.5
Maximum			2.0	2.0

¹ ~~Geogrids meeting the requirements of Iowa DOT Article 4196.01, B and Materials I.M. 496.01 will be acceptable.~~

² ~~Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.~~

- c. (ADD) Triangular geogrid shall be required on all streets and roadways. Geogrid shall be TriAx® TX140 Geogrid or approved equal.

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SUPPLEMENTAL DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main:** (DELETE) ~~Comply with Section 4010, 2.01.~~
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:

- 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

1. Sanitary Sewer Gravity Main:

- b. (DELETE) ~~Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
- d. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

4. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

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SUPPLEMENTAL DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

- 1. Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
- 2. Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, (DELETE) ~~unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. (DELETE) ~~SDR 35; Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. ~~(DELETE) If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): ~~(DELETE) Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. ~~(DELETE) General: Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide~~

~~valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel-shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. (DELETE) Materials:

a. (DELETE) Body and Cover:

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion resistant materials.

b. (DELETE) Internal Metal Components: Stainless steel.

c. (DELETE) Float: Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. (DELETE) Seal Plug Assembly: Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. (DELETE) Tapping Saddle: Stainless steel or nylon.

4. (DELETE) Pit: Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~

1. (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.
2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010-203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:
 - a. Air & vacuum component discharges large volumes of air during filling of the system.
 - b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
 - c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.

C. Tapping Saddle:

1. The body shall be made of high strength ductile iron per ASTM A536.
2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
3. The gasket shall be EPDM rubber per ASTM-D2000.
4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.

D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

- 1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
 - c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
 - b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - c. Maximum test pressure: 4.3 PSI (29.6KPA)
 - d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
- 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
- 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
 4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
 5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
 6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
 7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

- B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.
- C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

- A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.
- B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.
- C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.
- D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.
- E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~
 - 3. ~~(DELETE) Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with
(DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of **(DELETE)** ~~Section 5010, 2.01~~ **(ADD)** 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.
- F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.

G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.

B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.

C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.

B. Valve box centering device shall be installed to center valve box on valve.

C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.

D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-1 Typical Sanitary Sewer Service Detail
2. MP-2 Typical Sanitary Sewer Service with Riser Detail
3. MP-3 Typical Air Release/Combination Valve Manhole Detail
4. MP-4 Typical Service Line Cleanout Detail
5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
6. MR-5 Typical Street Utility Section Detail

B. Deleted SUDAS Figures

1. 4010.201 Sanitary Sewer Service Stub
2. 4010.201 Sanitary Sewer Service Stub
3. 4010.202 Sewage Air Release Valve Pit
4. 4010.203 Sanitary Sewer Cleanout

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
 LOCATION: _____
 CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: _____ 20____

4Date Service Installed: _____ 20____ (NA) if no service

Street Address: (or) _____

General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

Depth at Main (feet): _____ Depth at Property Line (feet): _____

Depth at service end (feet): _____ (NA) if no service

Indicate North:

○

Upstream

MH# _____

Station: _____

-----○

Downstream

MH# _____

Station: _____

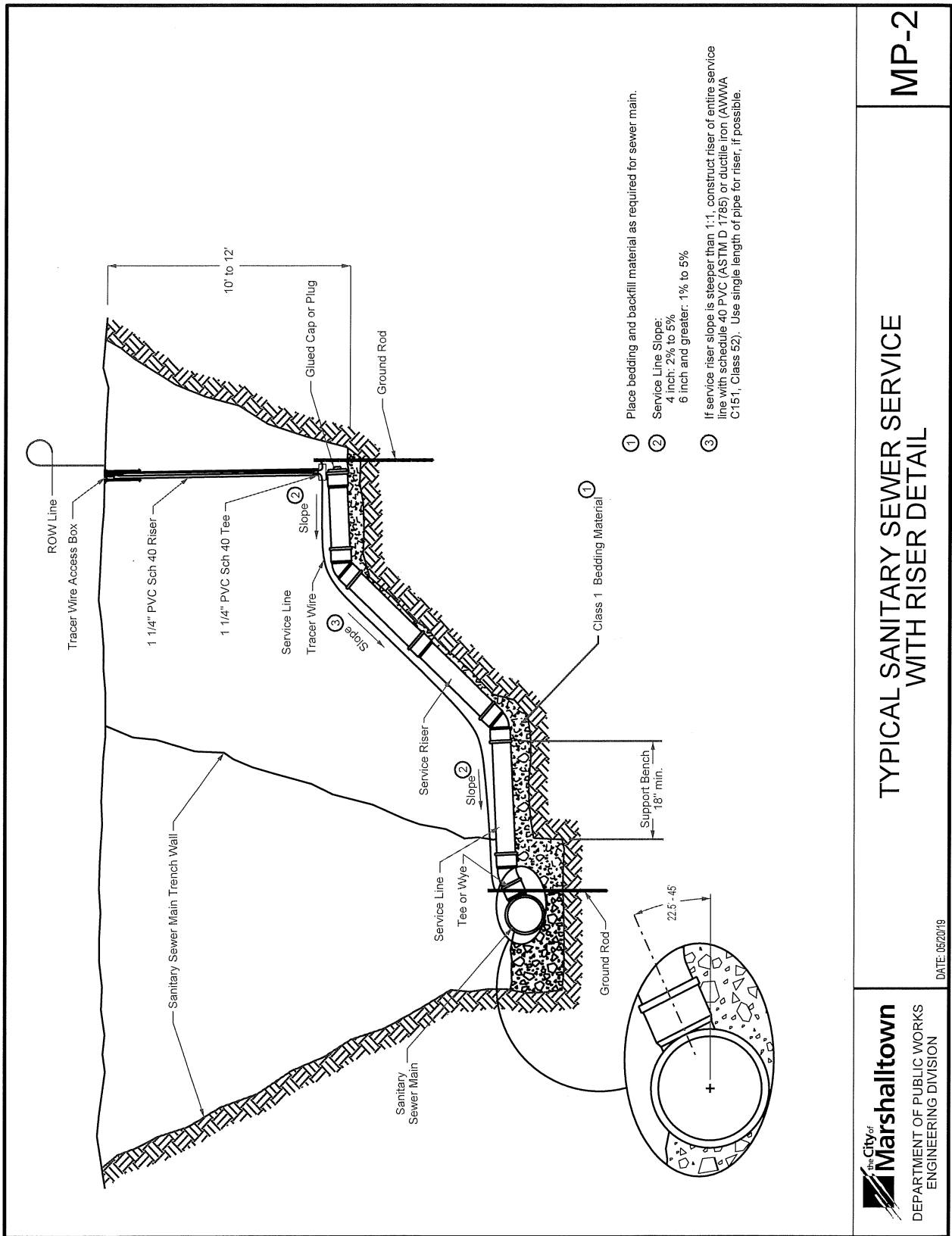
Wye Station: _____

Service end Station: _____

Service Offset Direction/Distance (feet): _____

Inspector: _____

Department of Public Works
Engineering Division



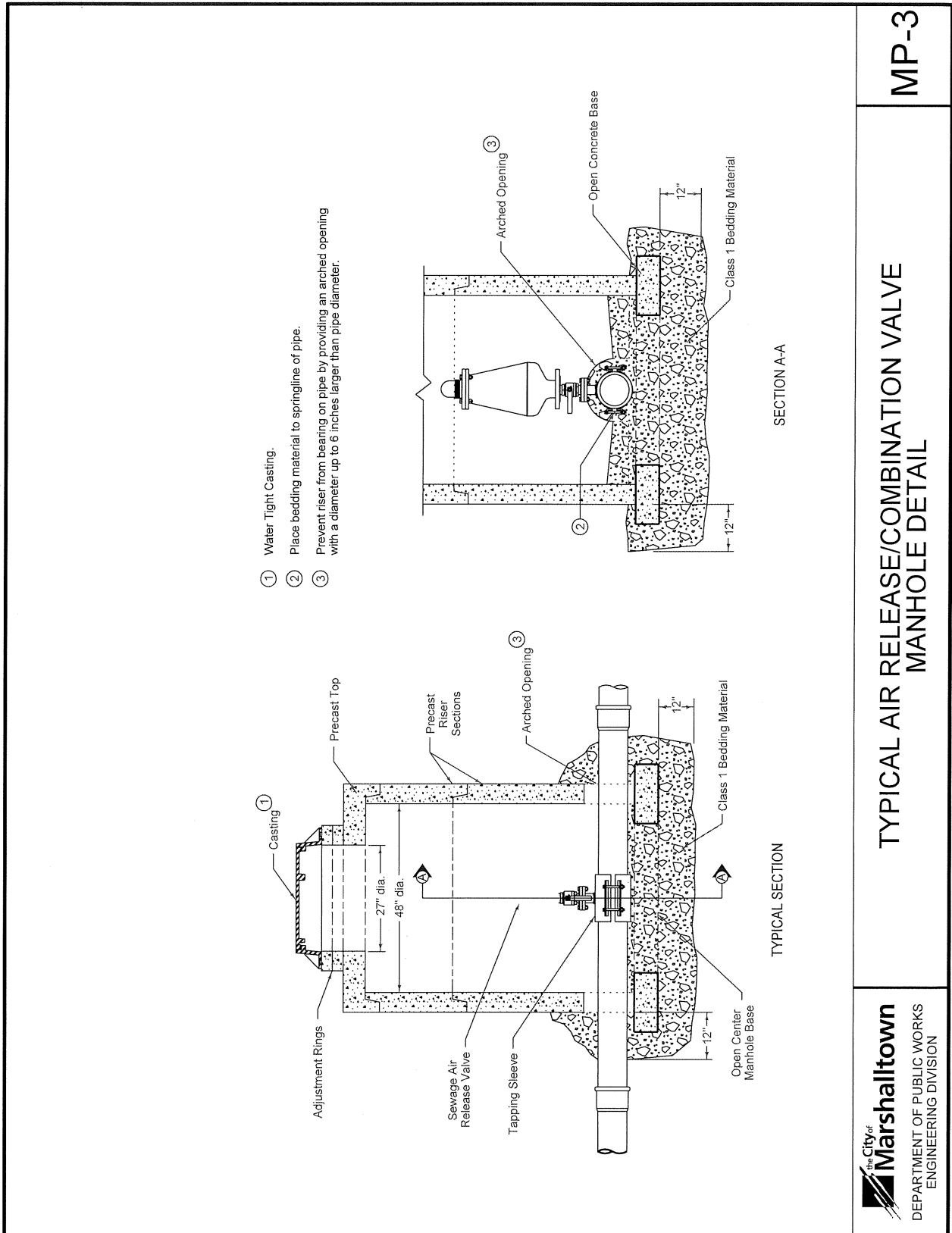
TYPICAL SANITARY SEWER SERVICE
WITH RISER DETAIL

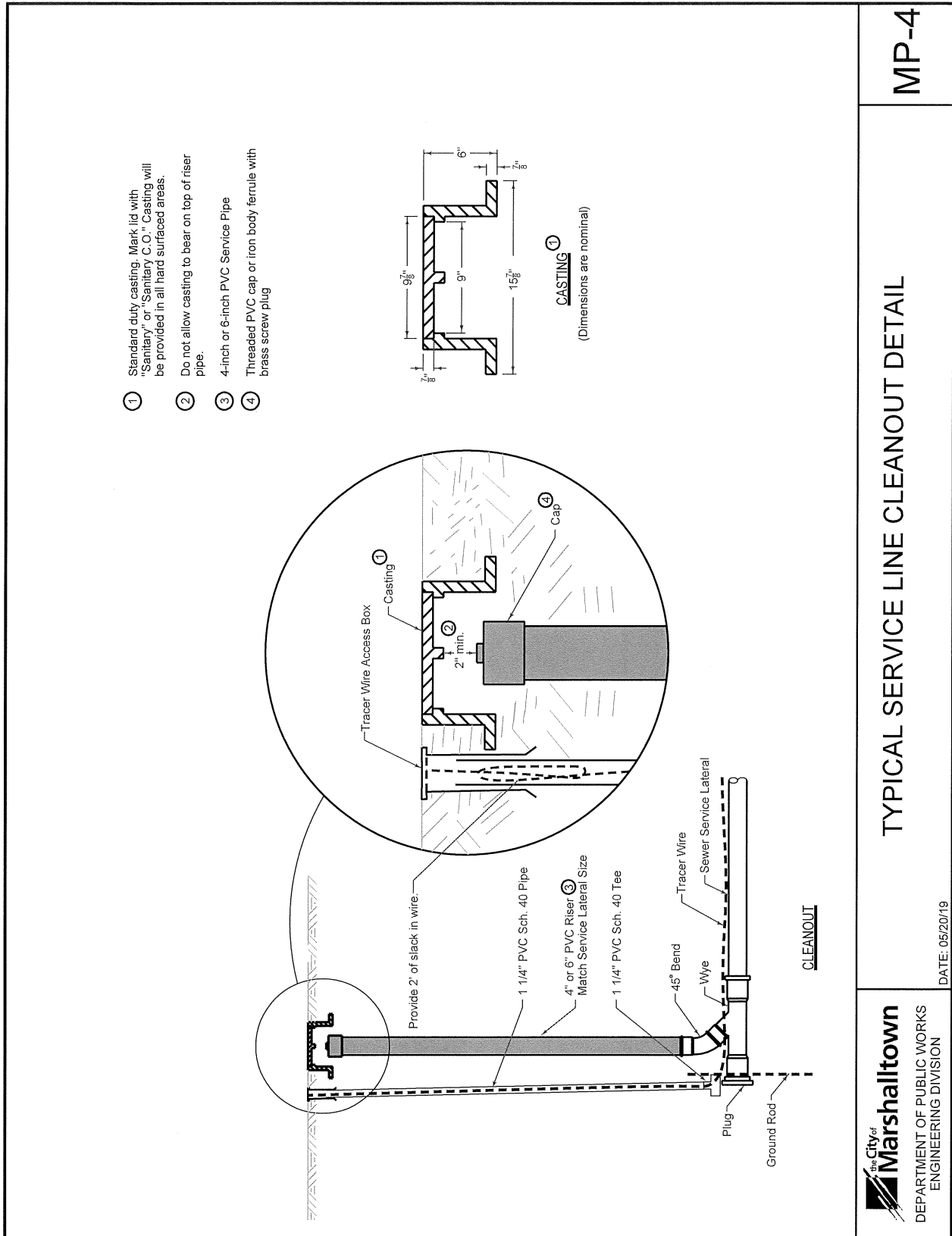
MP-2

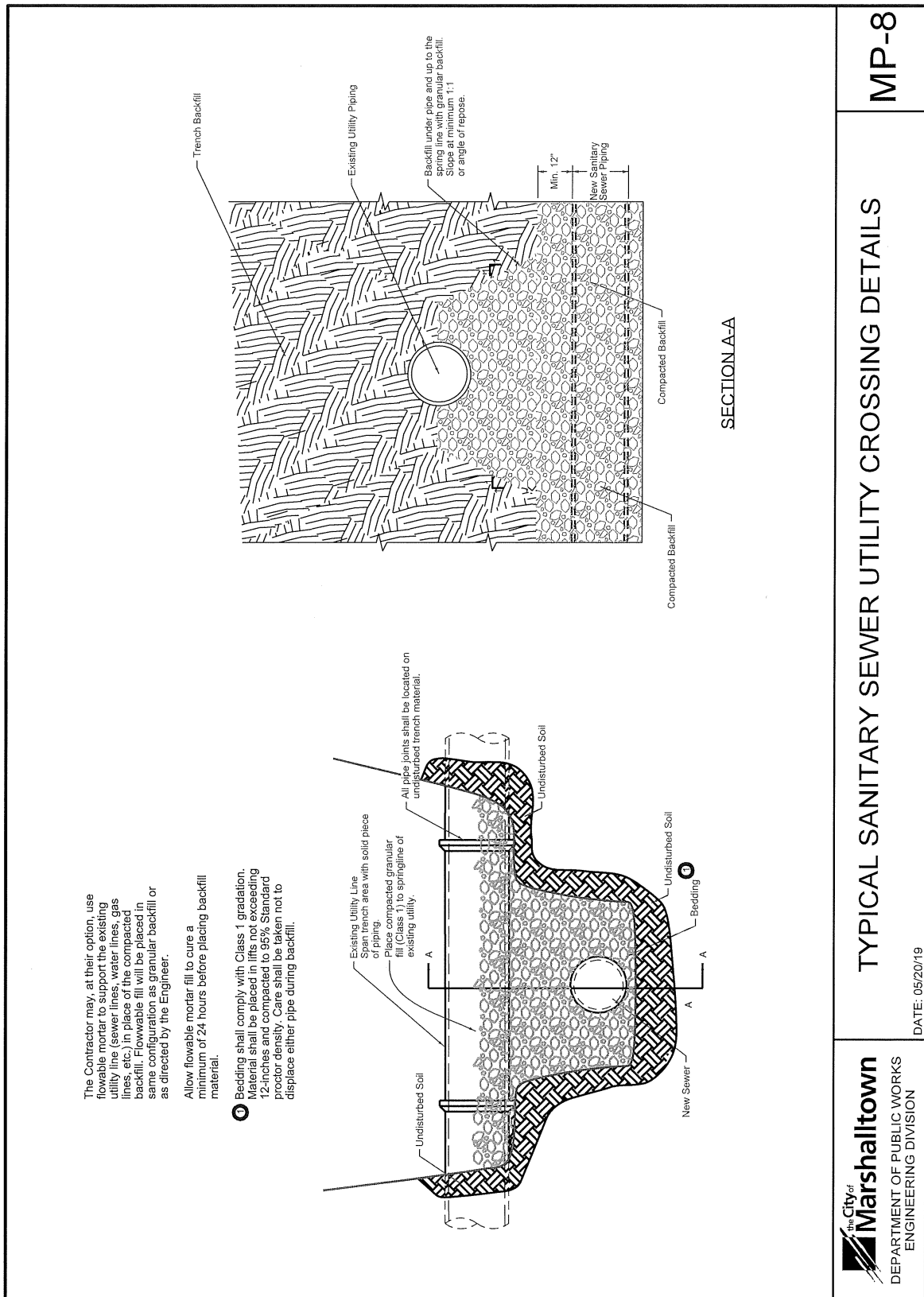


DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19





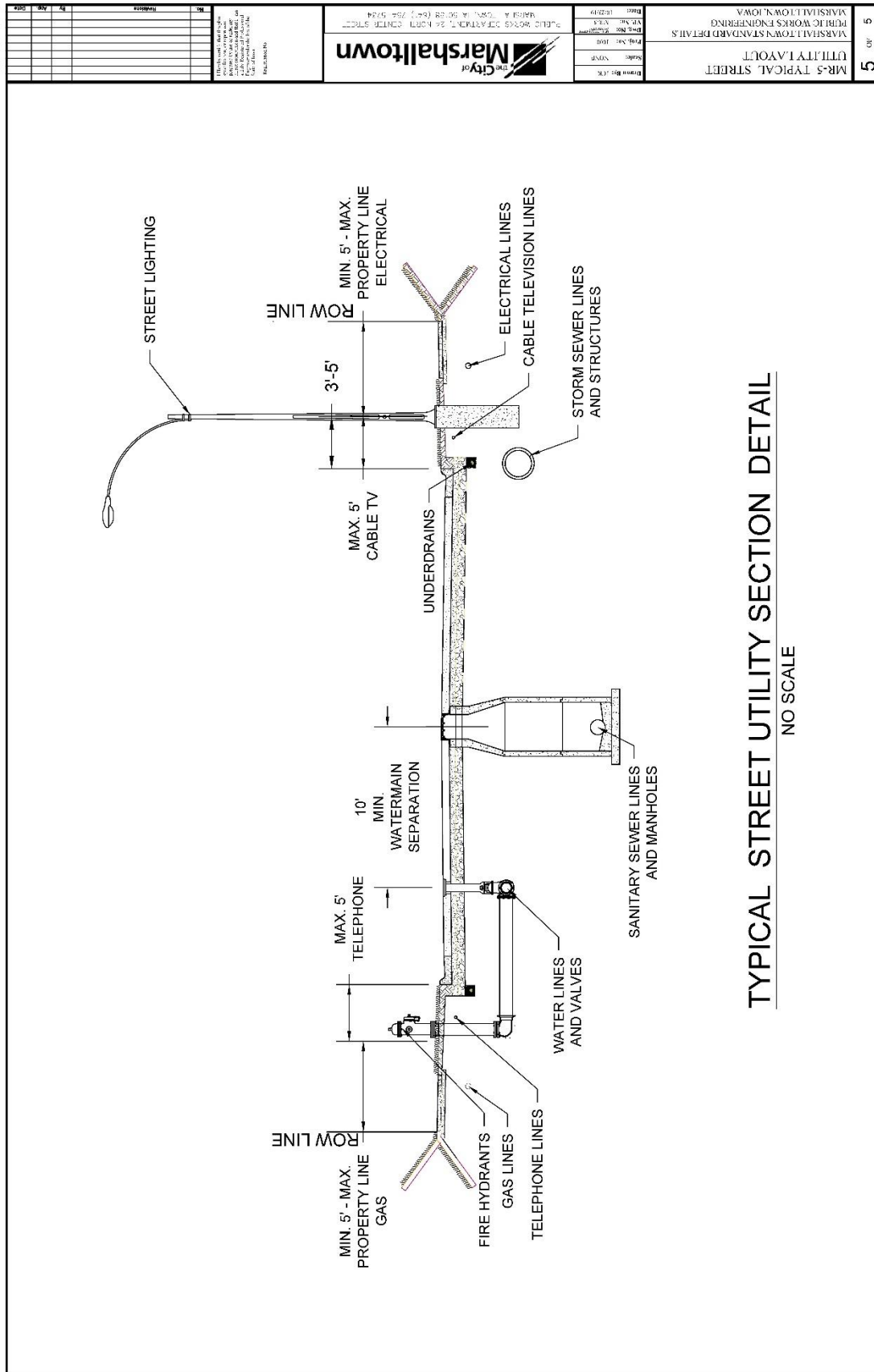


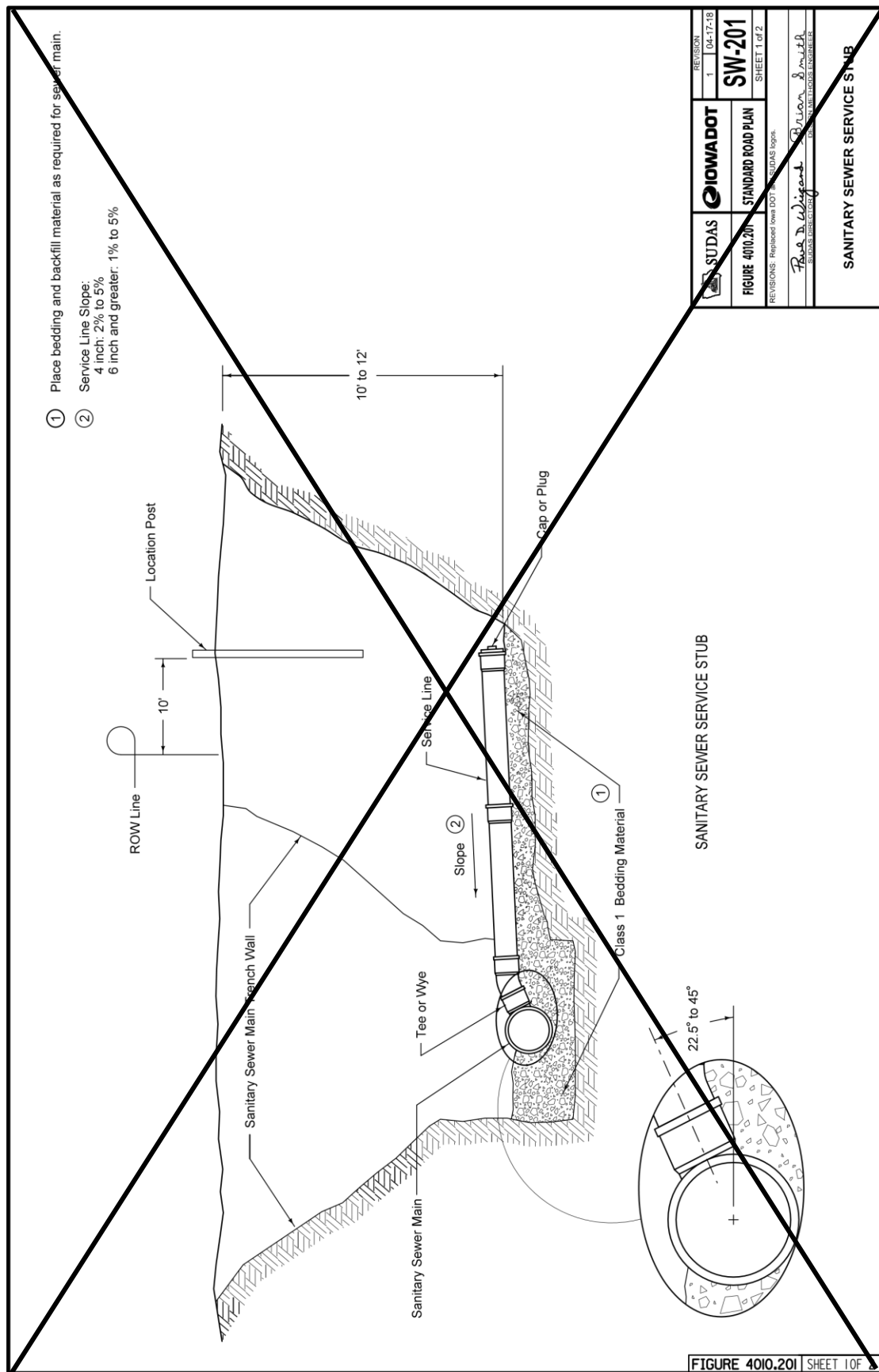
MP-8

TYPICAL SANITARY SEWER UTILITY CROSSING DETAILS

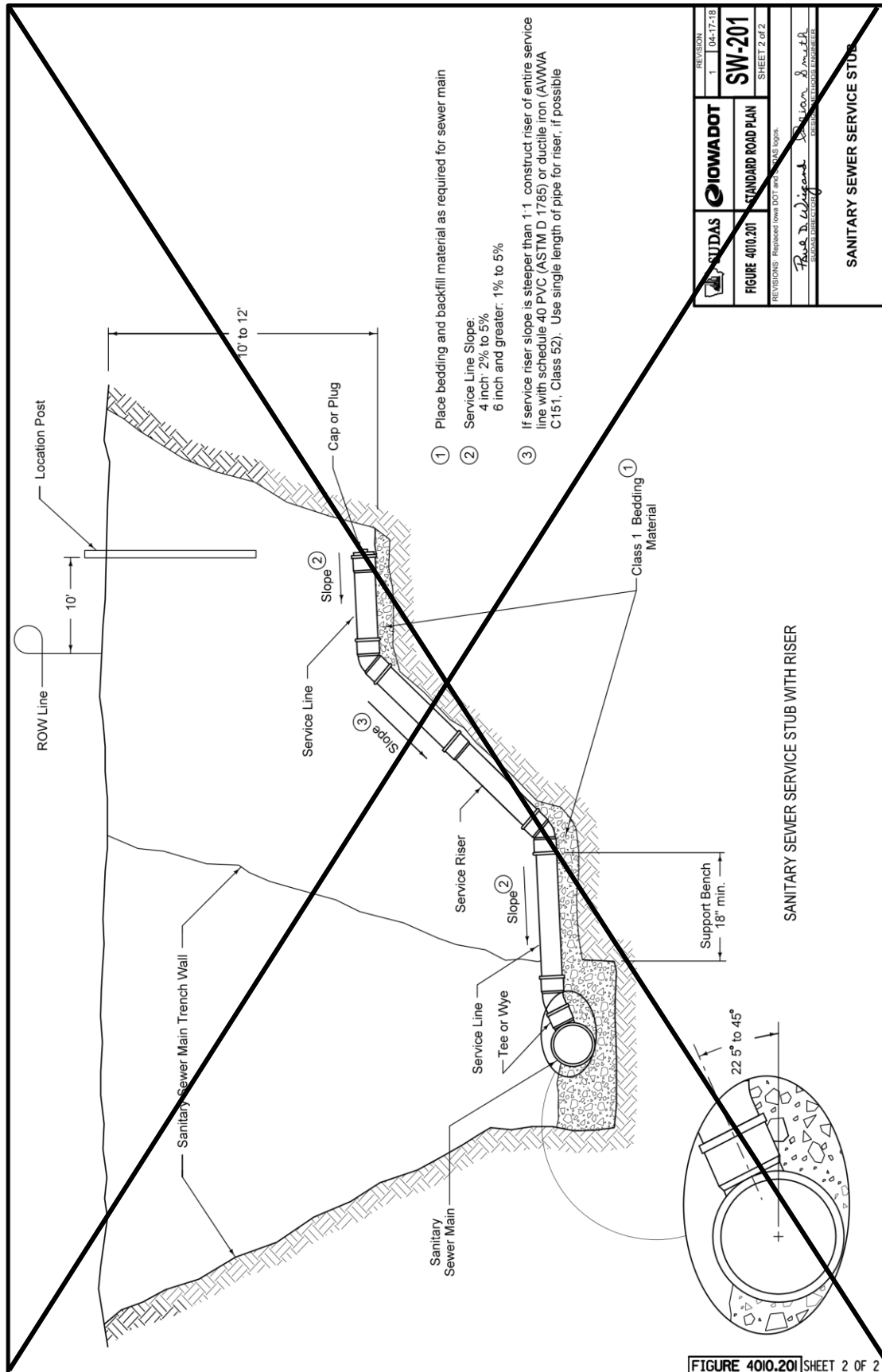
the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19

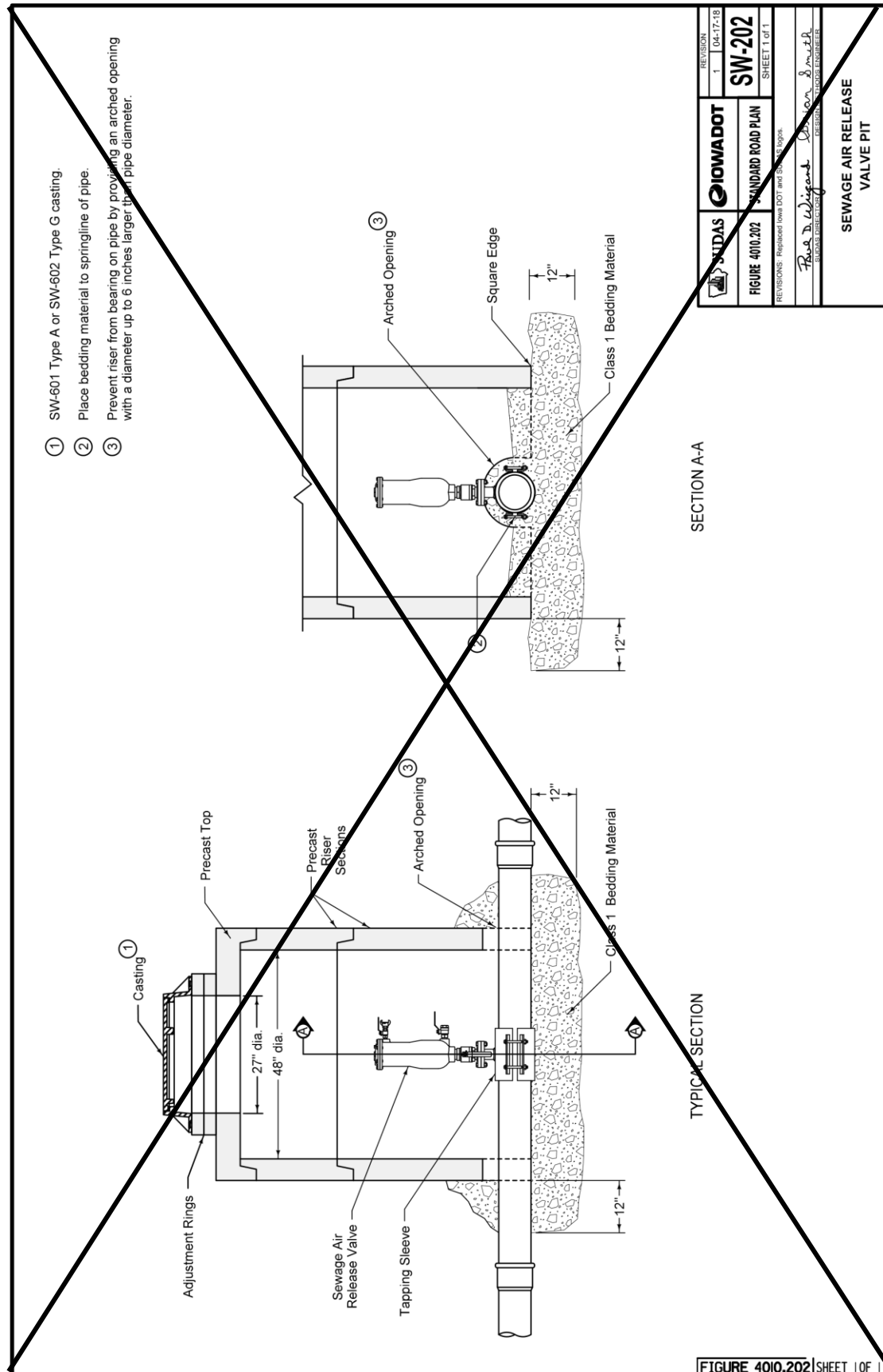




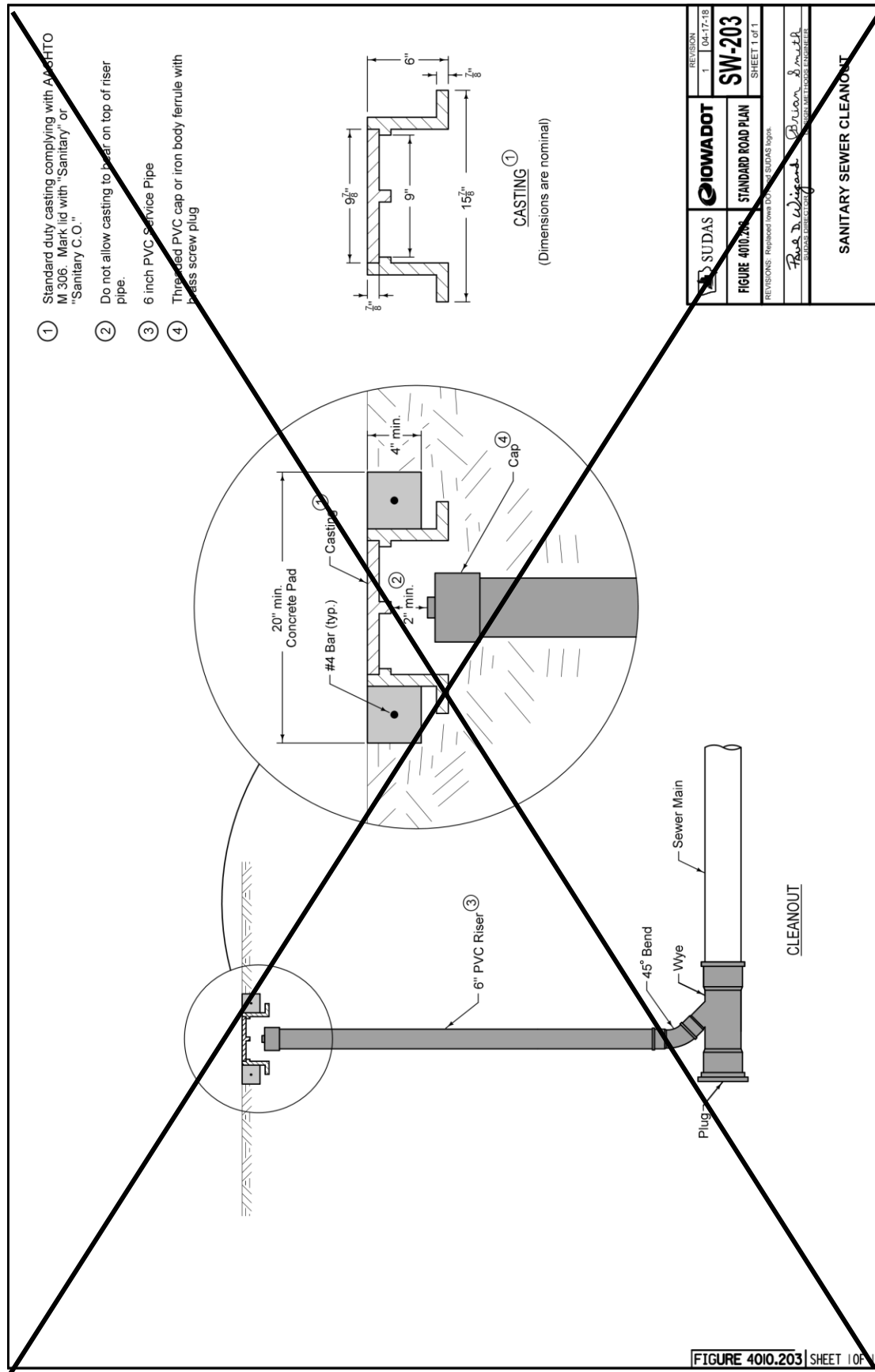
	SUDAS	IOWA DOT	REVISION	1	04-17-18
			SW-201		
FIGURE 4010.201		STANDARD ROAD PLAN		SHEET 1 of 2	
REVISIONS: Replaced Iowa DOT SUDAS logo.					
Paul D. Wiegand PROJECT MANAGER J. L. WILSON & SONS, INC. 1000 WEST 10TH AVENUE, SUITE 100 MARSHALLTOWN, IA 52551 Sanjay S. Smith PROJECT ENGINEER J. L. WILSON & SONS, INC. 1000 WEST 10TH AVENUE, SUITE 100 MARSHALLTOWN, IA 52551					
SANITARY SEWER SERVICE STUB					



REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaces Iowa DOT and SUDAS forms.		SHEET 2 of 2
Prepared By: <i>Bob D. Wiegand</i>	Checked By: <i>Shelley Smith</i>	
Drawn By: <i>Shelley Smith</i>	Reviewed By: <i>Shelley Smith</i>	
SANITARY SEWER SERVICE STUB		



REVISION	1	04-17-18
IOWA DOT	SW-202	SHEET 1 OF 1
FIGURE 4010.202	STANDARD ROAD PLAN	
REVISIONS: Registered Iowa DOT and SUDAS logos.		
<i>Rae D. Wigand</i> DESIGN ENGINEER		
<i>Debra Smith</i> DESIGN ENGINEER		
SEWAGE AIR RELEASE VALVE PIT		



SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) 5010, 2.01 (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

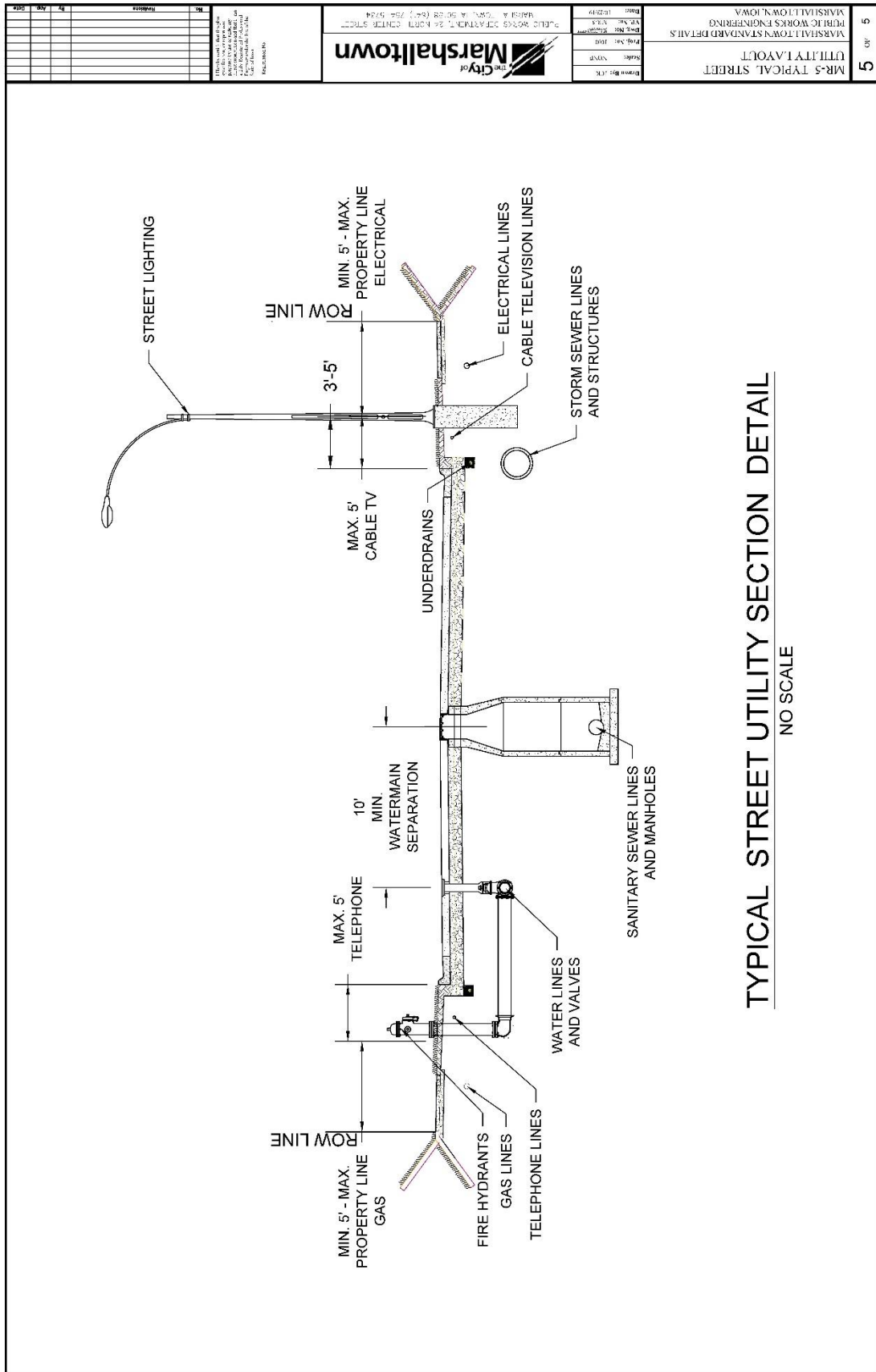
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) 5010, 2.01 (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail



SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

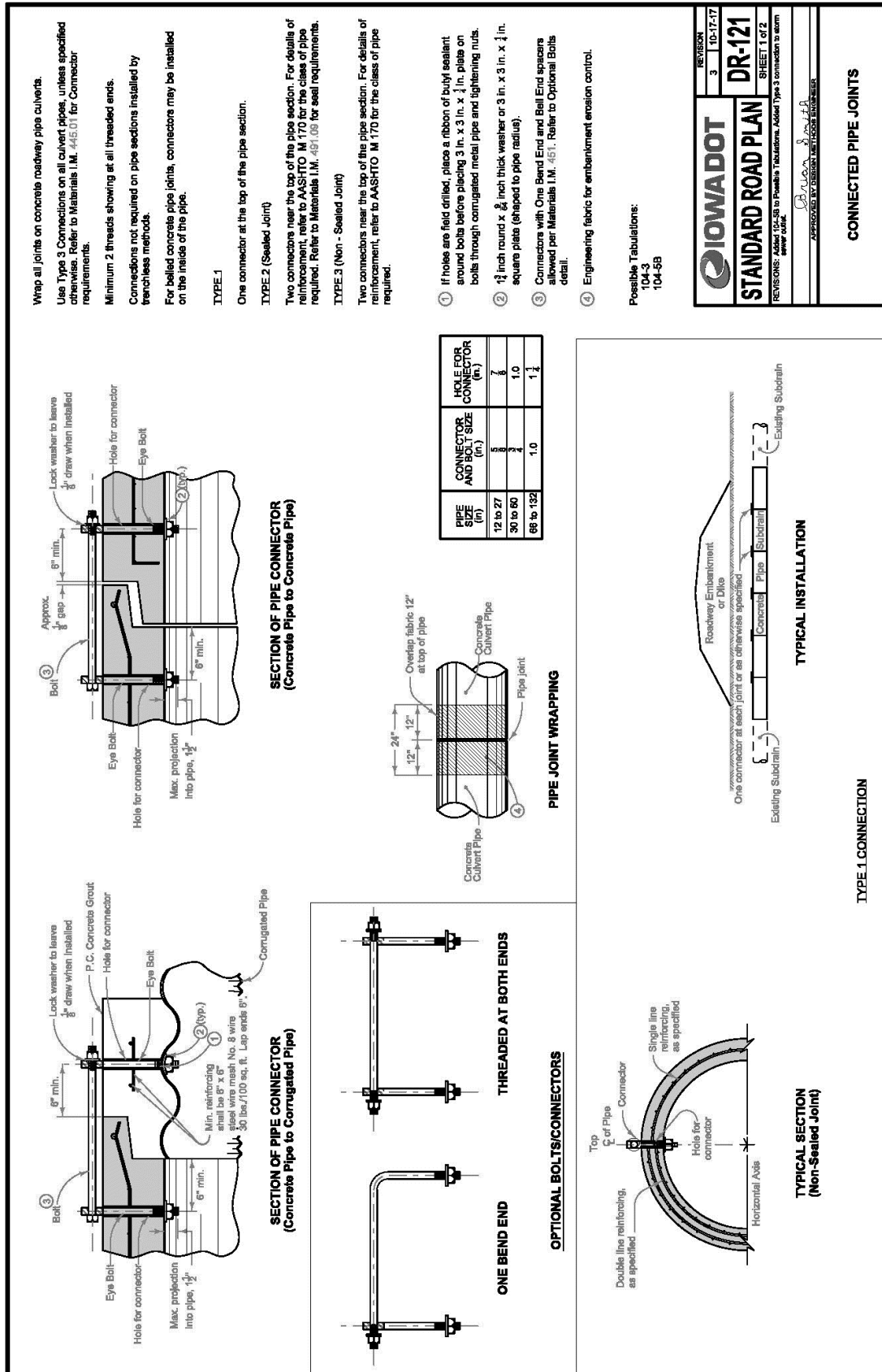
9. (ADD) Use of this pipe material requires specific approval by the Engineer.

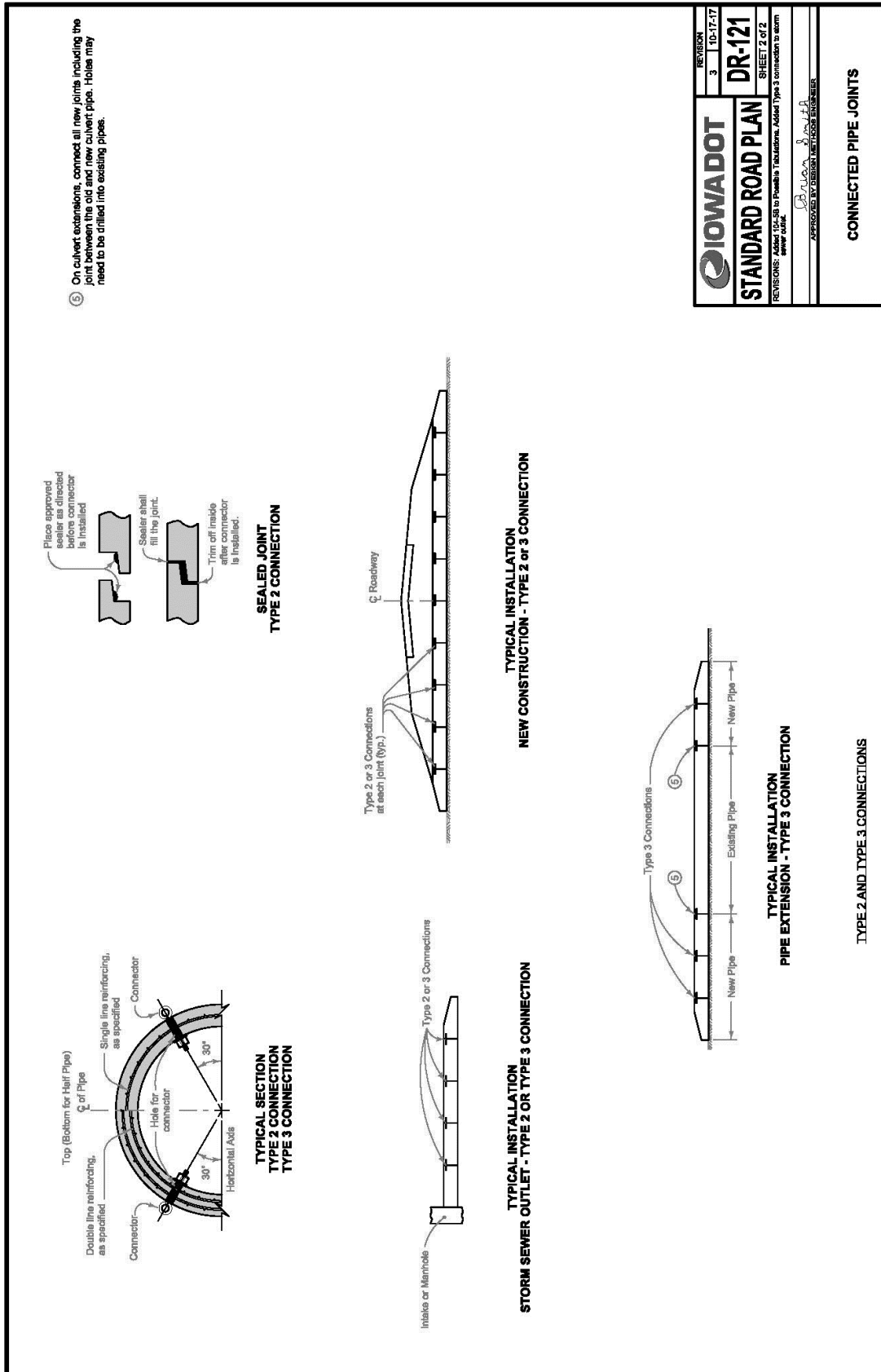
PART 3 - EXECUTION

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

Add the following details:

- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard

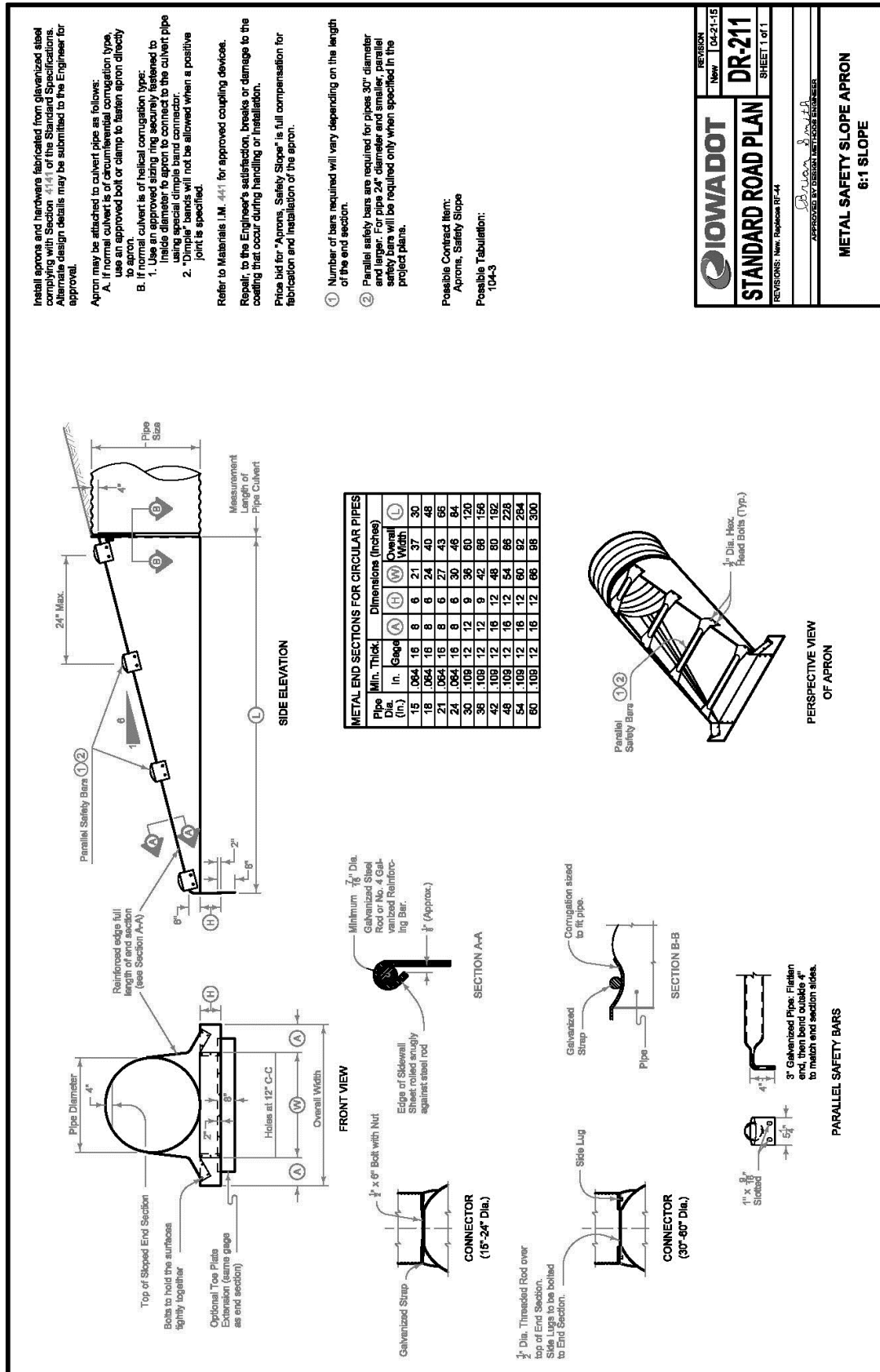




When specifically required as part of detail project plans, ends of pipe culvert may be provided with beveled ends as shown.

Either Full Bevel or Step Bevel may be used unless one type is specified. The slope of the bevel is 3:1 unless specified otherwise.

Beveled ends, when required, are incidental to the price bid for the culvert.



For reinforcing steel used in construction of "Beveled Pipe and Guard", use deformed bars meeting the requirements of Article 4161.03 of the Standard Specifications and hot-dip galvanized according to ASTM A123.

Use Class 'C' Concrete in the construction of Beveled Pipe and Guard.

Cut the pipe to fit the foreslope. Cut slots into the pipe for placement of the No. 8 bars. After the foreslope has been placed, fit the No. 8 bars into the slots cut in the pipe so they will be in proper position when the concrete collar is poured.

Price bid for "Beveled Pipe and Guard," each, is full compensation for furnishing all materials and constructing the Beveled Pipe and Guard.

Special Note:

A self fence ditch check is required immediately upstream from the inlet. Refer to **SD-201** for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8



STANDARD ROAD PLAN

REVISIONS: New, R43000 RF-27

REVISION
New 04-21-15

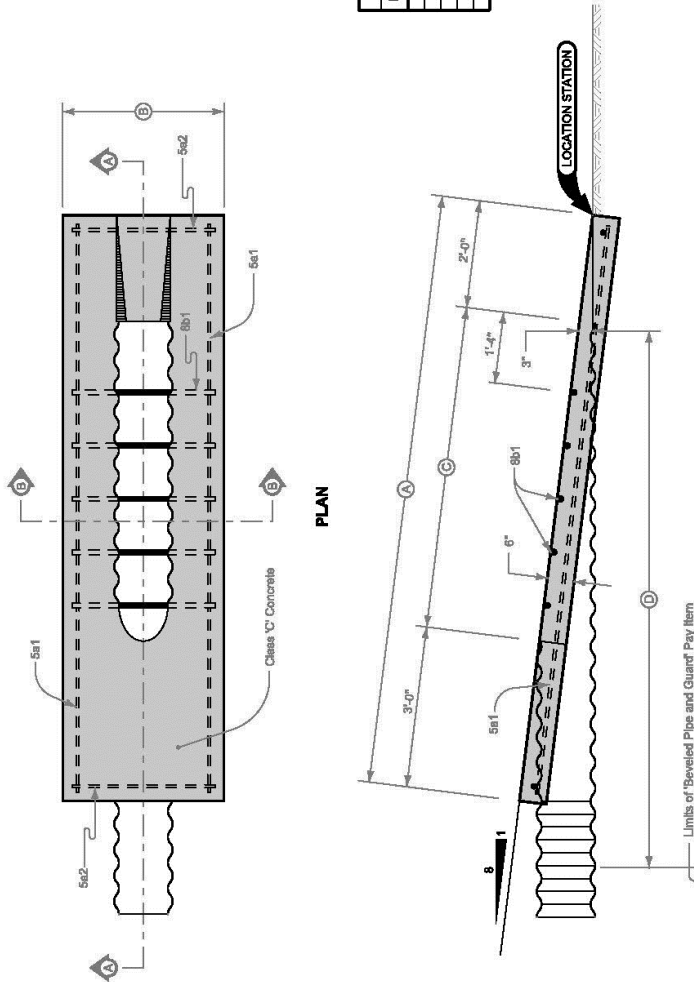
DR-212

SHEET 1 of 1

Bruce Smith
APPROVED BY DESIGN TECHNICIAN ENGINEER

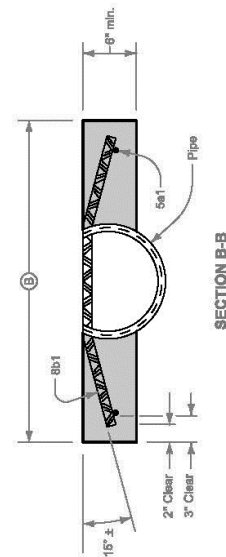
BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-0"	8'-2"	12'-0"
18"	15'-4"	3'-0"	8'-4"	14'-0"
21"	17'-6"	3'-0"	8'-6"	16'-0"
24"	19'-8"	4'-0"	14'-3"	18'-0"



REINFORCING BAR LIST					TOTAL WEIGHT	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LIN. FT.	WEIGHT
12"	5a1	Base	—	2	10'-0"	22.3
	5a2	Base	—	2	2'-0"	5.8
	8b1	Base	—	5	2'-0"	37.9
	5a1	Base	—	2	12'-10"	26.8
15"	5a2	Base	—	2	2'-11"	6.2
	8b1	Base	—	7	2'-11"	57.7
	5a1	Base	—	2	15'-0"	30.0
	5a2	Base	—	2	3'-0"	6.4
18"	8b1	Base	—	9	3'-0"	80.1
	5a1	Base	—	2	17'-2"	34.4
	5a2	Base	—	2	3'-0"	6.9
	8b1	Base	—	11	3'-7"	95.5
21"	5a1	Base	—	2	19'-4"	38.7
	5a2	Base	—	2	3'-0"	7.4
	8b1	Base	—	13	3'-10"	49.9
	5a1	Base	—	2	18'-3"	40.4
24"	5a2	Base	—	2	3'-0"	7.7
	8b1	Base	—	13	3'-10"	49.9
	5a1	Base	—	2	18'-3"	40.4
	5a2	Base	—	2	3'-0"	7.7

SECTION A-A



SECTION B-B

SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

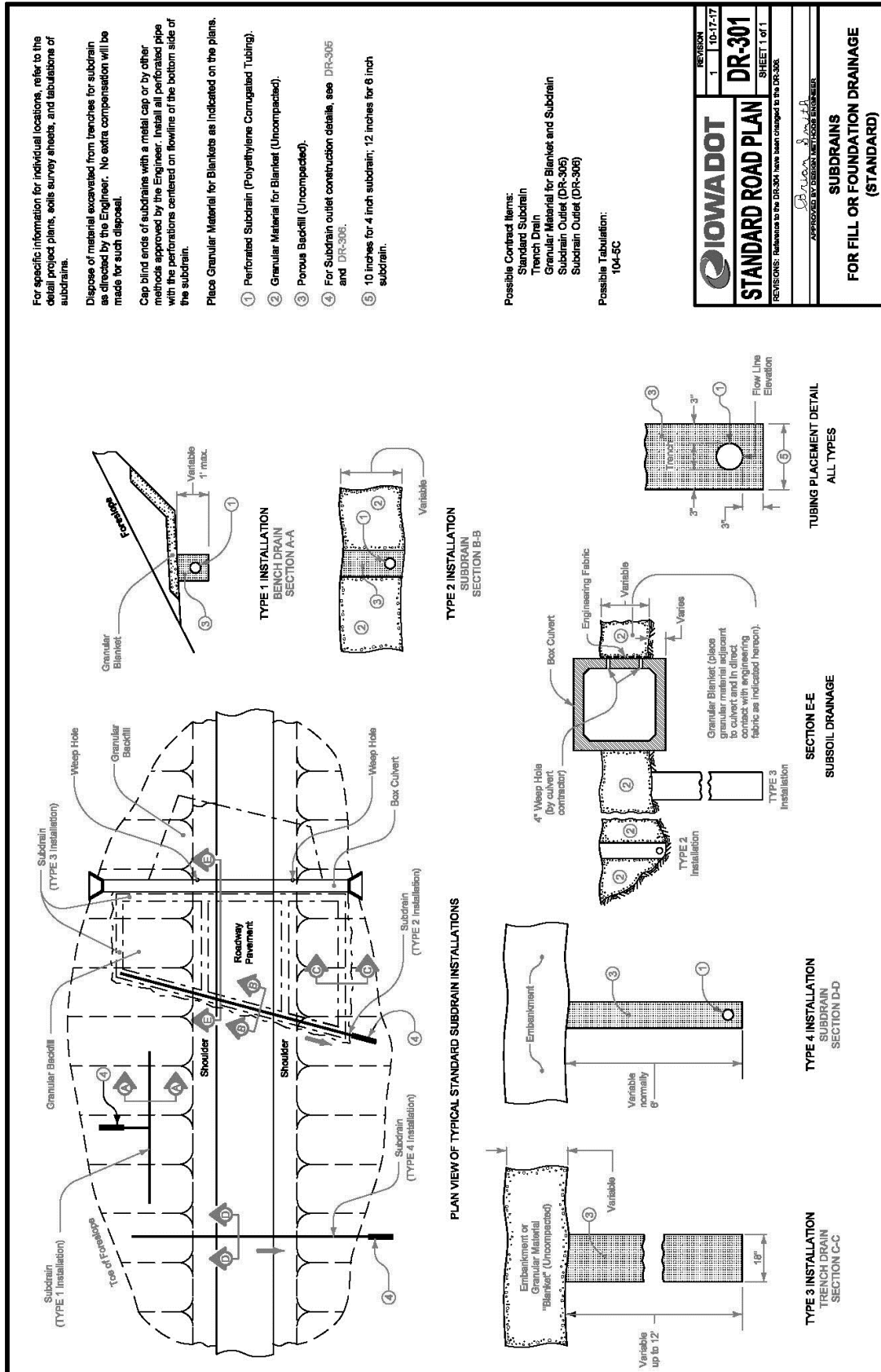
PART 3 - EXECUTION

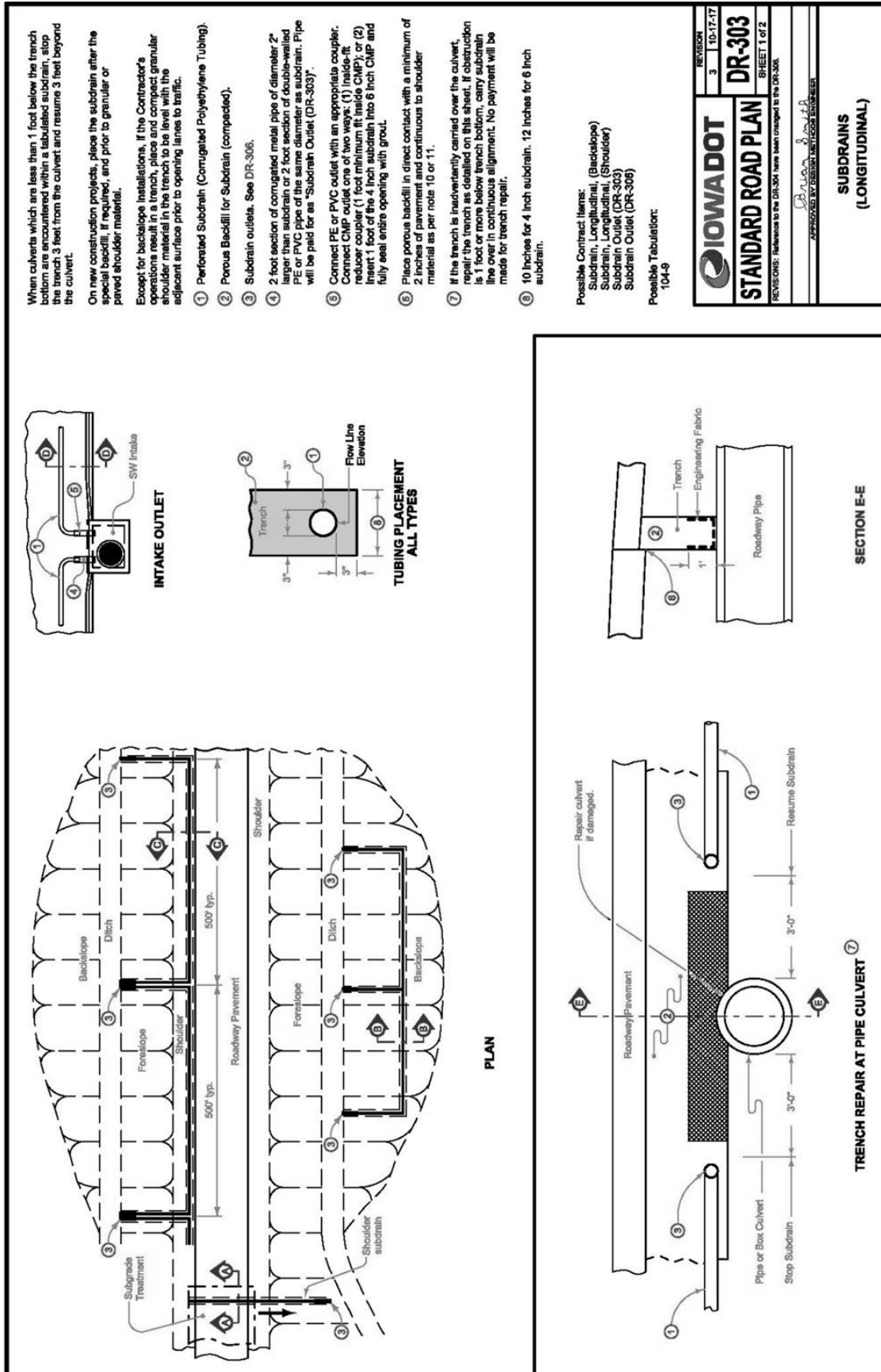
3.01 SUBDRAINS

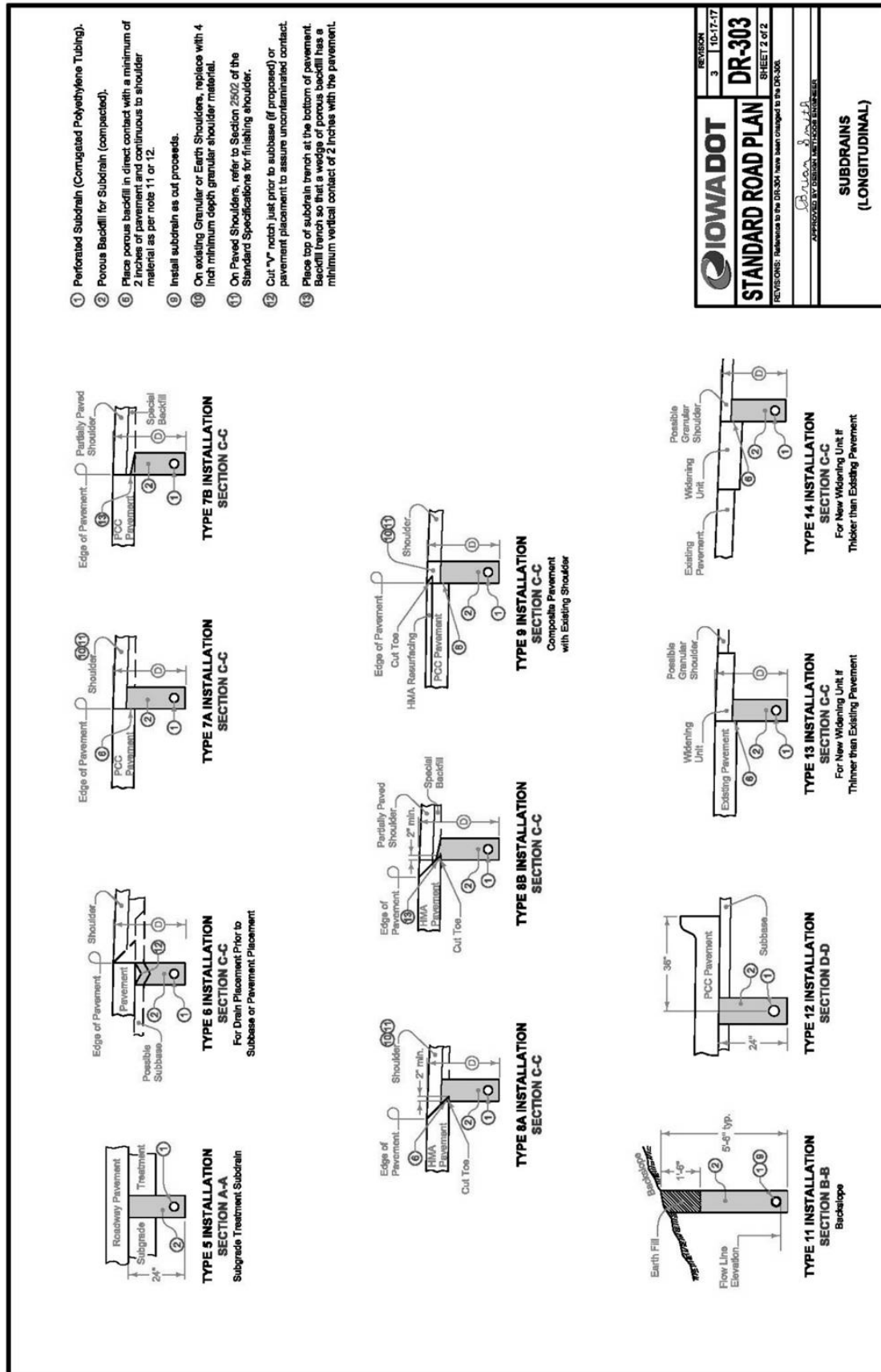
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

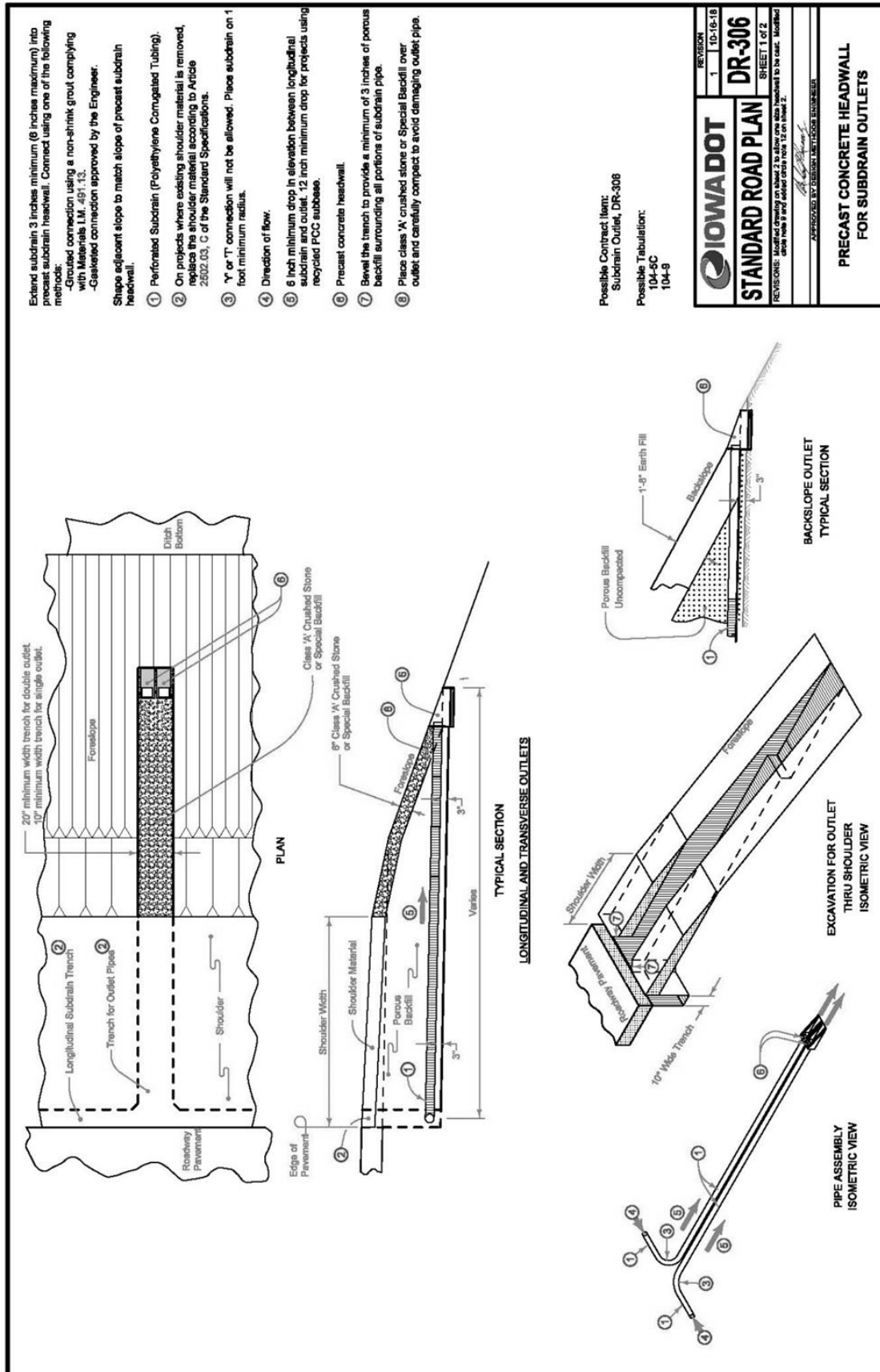
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

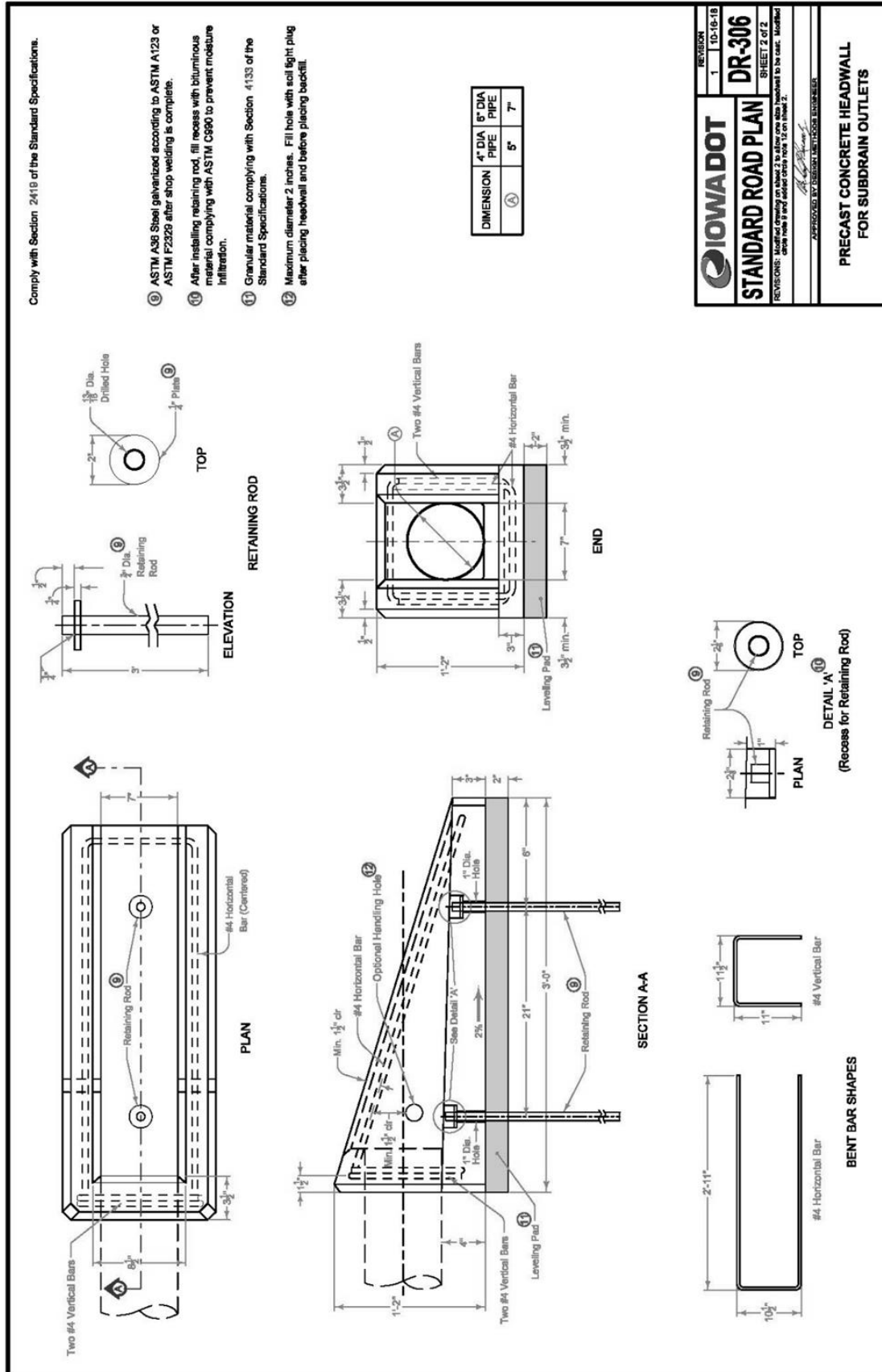
- A. Add the following details:
 - 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
 - 2. DR-303 Subdrains (Longitudinal)
 - 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.











SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.02 (ADD) FORCE MAIN CLEANING PIG

- A. The force main cleaning pigs shall be light-density crisscross pigs constructed of a minimum of two (2) pounds per cubic foot density foam and coated with polyurethane elastomer in crisscross pattern.
- B. The force main cleaning pigs shall have an open nose design for maximum jetting action and pressure equalization. The pigs shall have the ability to scratch, scrape, plow and jet to assist in cleaning and flushing debris from the force main. The pig units shall be sized to the pipe in accordance with the manufacturer's recommendations and shall have a length two times the diameter. The nose shall be parabolic shaped in order that it may better enter restrictions. The pigs shall have the ability to negotiate mitered and short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.
- C. All pipeline pig ingredients shall be certified by the manufacturer as having been successfully used in similar applications and comply with these specifications.

PART 3 – EXECUTION

3.03 VIDEO INSPECTION

- A. ~~(DELETE) General:~~
 - 1. ~~Unless otherwise specified in the contract documents conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving.~~
 - 2. ~~Notify the Engineer the day prior to inspection so the Engineer may be present during the inspection.~~
 - 3. ~~Notify the Engineer of the extent of noncompliance with the low spot depth tolerances in Section 4010 for sanitary sewers and Section 4020 for storm~~

~~sewers.~~

~~4. Re-inspect sewers after any corrective action has been completed.~~

B. (DELETE) Inspection Procedure:

- ~~1. Prior to video inspection, run sufficient water through the pipe to saturate potential low spots so they may be detected during inspection.~~
- ~~2. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.~~
- ~~3. Inspect all lateral connections and other observations at right angles utilizing the pan and tilt capabilities of the camera.~~
- ~~4. Center the video camera in the pipe during the inspection.~~
- ~~5. Do not exceed 30 feet of inspection per minute.~~

C. (DELETE) Inspection Reporting:

- ~~1. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and street location references in the recording. Affix labels to the recording media to include the name of the project, the date, and the location of the inspection.~~
- ~~2. Provide a written report of the inspection. In the report, include true-to-scale drawings of all sewer defects and observation locations. Reference the time stamp on each line item entry on the written report.~~

A. (ADD) Prior to acceptance by the City, a television inspection on Sanitary Sewers shall be completed by the contractor. Said TV inspection shall be performed 30 days after backfilling. The TV inspection shall be with a pan & tilt color camera and a footage meter that accurately displays the camera's location on tape.

B. (ADD) The developer/contractor will be required to ensure that an informational meeting is set up between the entity performing the television inspection on the new construction and the City Engineer and/or Sewer Superintendent. The meeting is used to educate the entity's television operator on the proper inspection techniques while televising for the City of Marshalltown. Proper techniques are, but not limited to the following:

1. Identify each structure by proper structure number
2. Separate reports for each line segment televised
3. Pipe preparation before televising, to include cleaning or putting water down the line to show sags
4. Video tape procedures, including procedures for viewing laterals or connections
5. Timeliness in returning videos and paper reports

C. (ADD) All television inspections shall be provided in digital format (.MPEG, .MPG, or .WMV), PDF written report and in Wincan digital CD format. If not

provided in Wincan digital format, the contractor shall pay \$20 per line segment for the information to be data entered into the City system.

- D. (ADD) After review of the videos and written reports, the City of Marshalltown will contact the developer or contractor of a positive review or identify areas that need to be repaired prior to final acceptance. Any repairs will need to be re-televised.

3.07 (ADD) FORCE MAIN CLEANING

- A. All lines shall be thoroughly cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by water or water carried material shall be the responsibility of the Contractor.
- C. All cleaning shall be completed prior to the initiation of the testing process described in Part 3.06.
- D. Force main cleaning shall be accomplished using a hydraulically propelled polyurethane pig, conforming to the requirements of Part 2 above, to remove all construction debris from the force main.

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SUPPLEMENTAL DIVISION 5 – WATER MAINS AND APPURTENANCES

(SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS)

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SUPPLEMENTAL DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE) ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber “O” ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:

1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and between rings and casting.
2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.1, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.1, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed

unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:

- a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

A. 6010.306 Chimney Seals for Sanitary Sewer Manholes

B. 6010.307 Drop Connection for Sanitary Sewer Manholes

C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

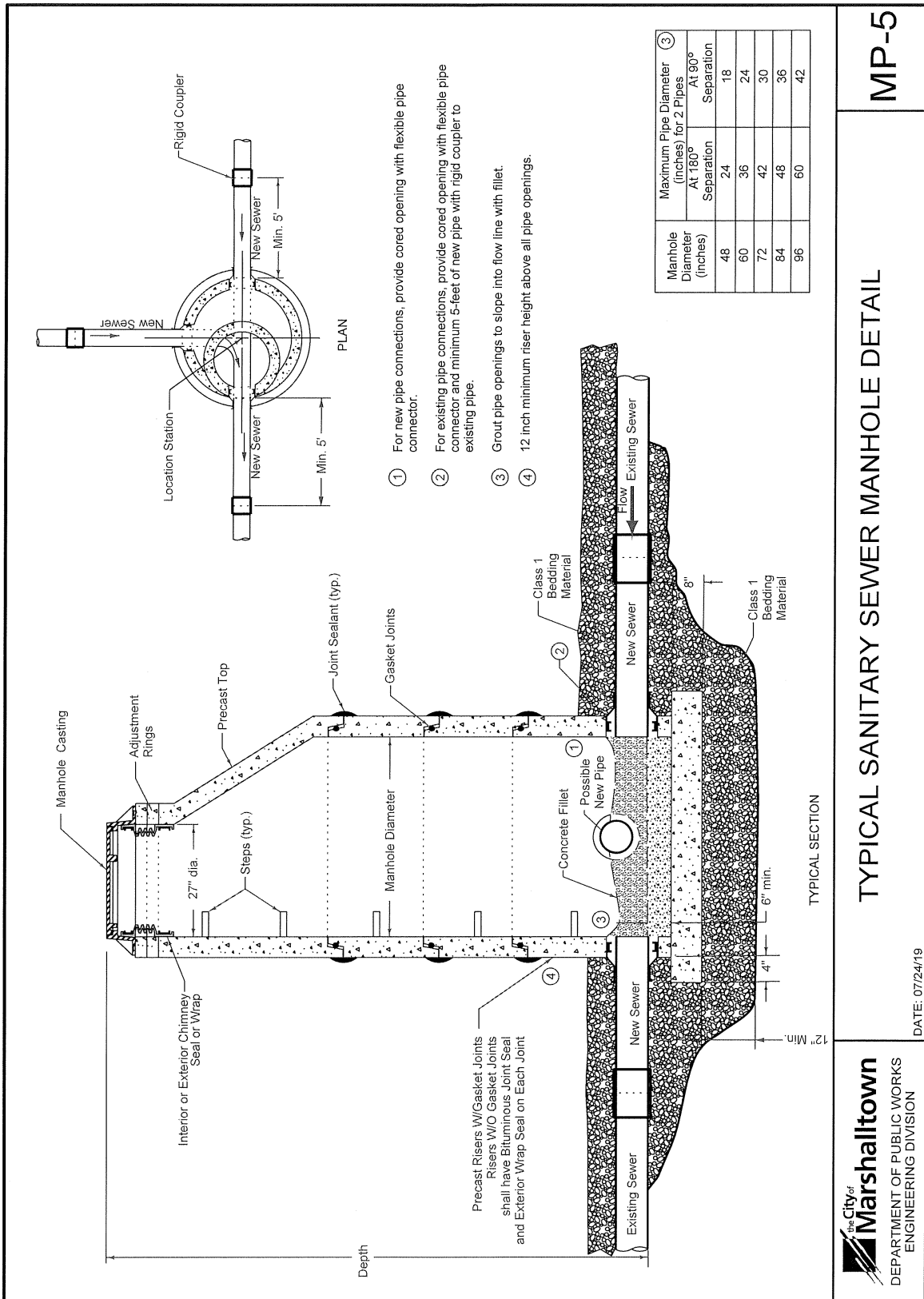
CONCLUSION: Complies: Yes _____ No _____

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

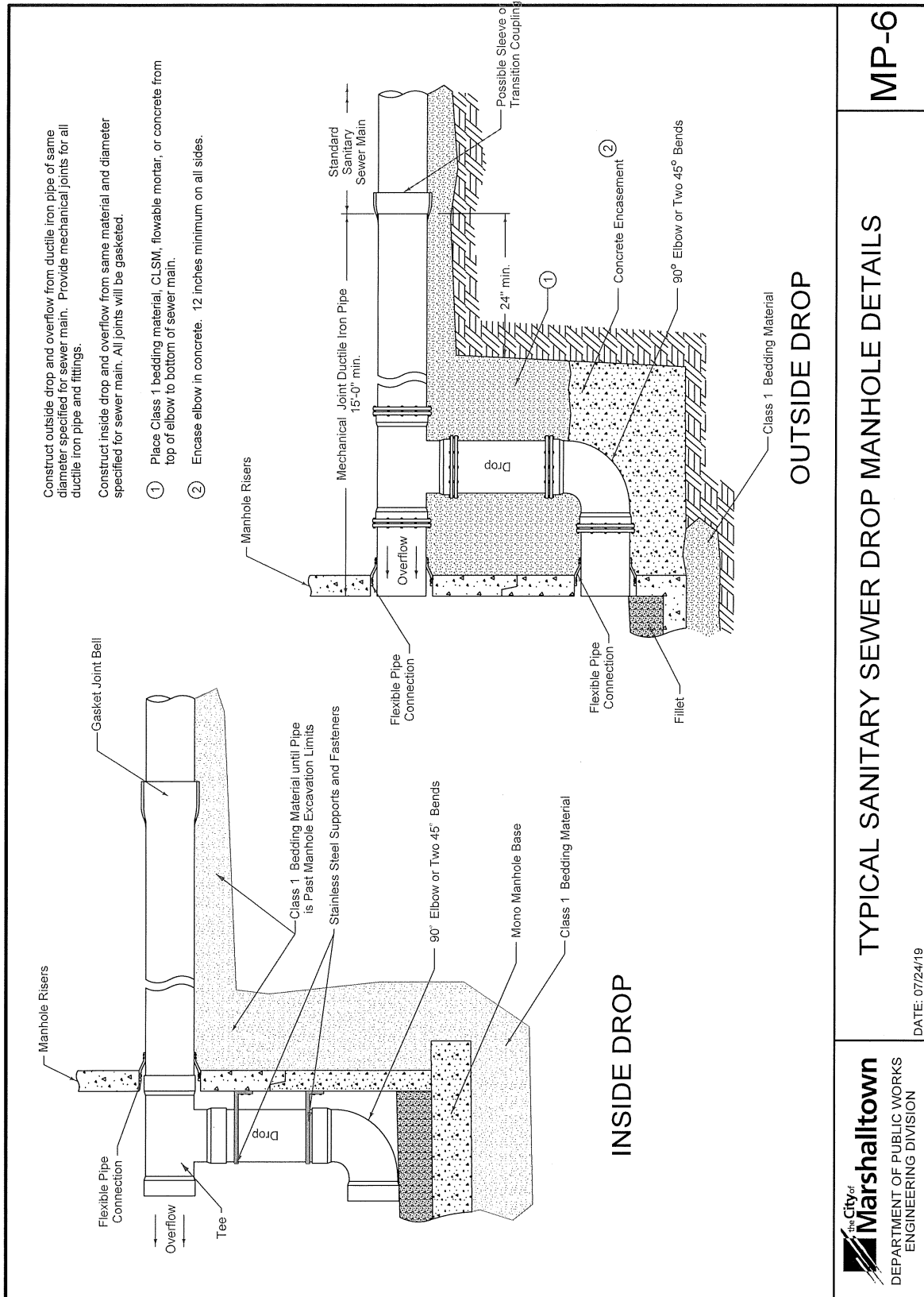
Project Representative

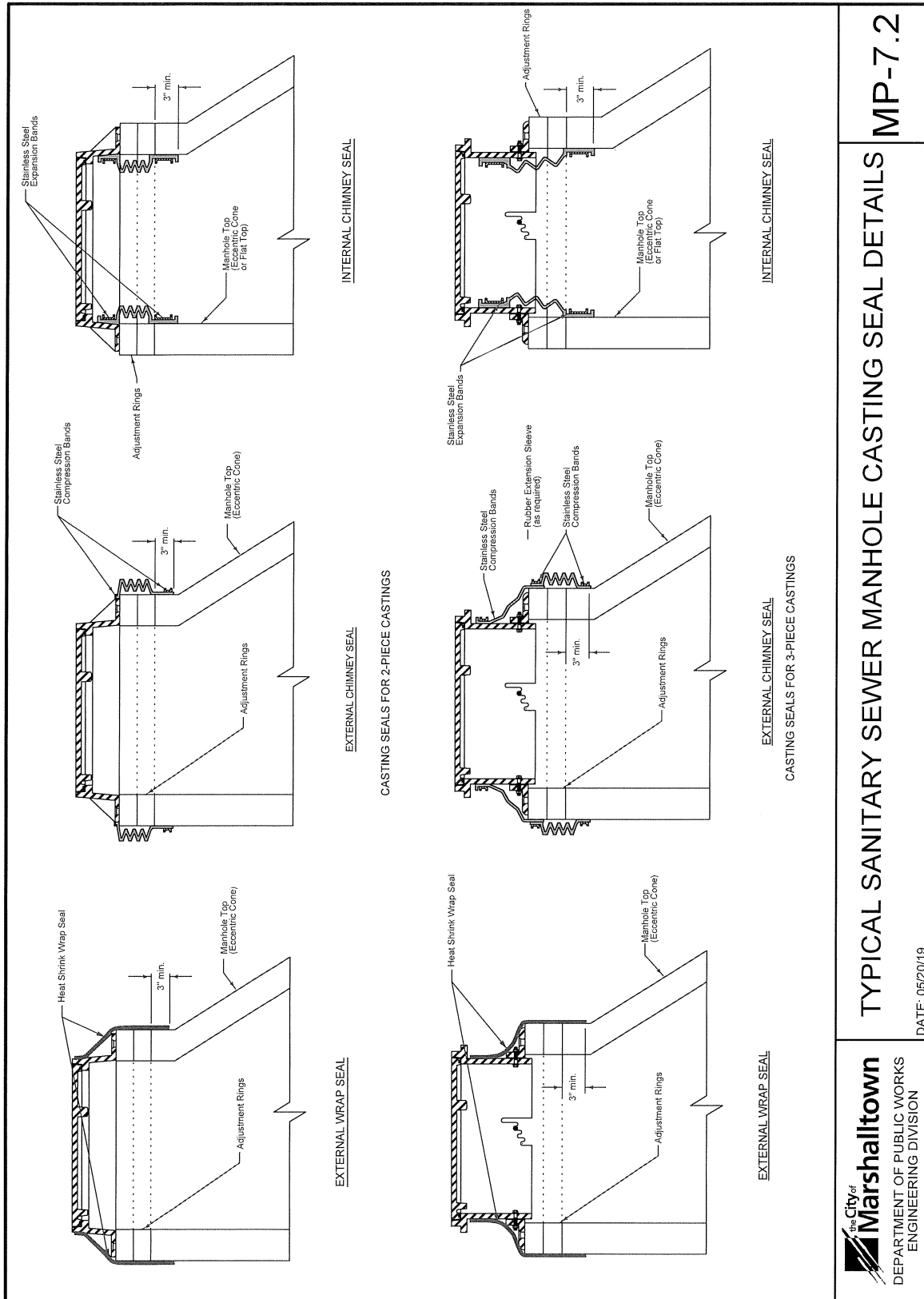
Project Engineer
City of Marshalltown, Iowa

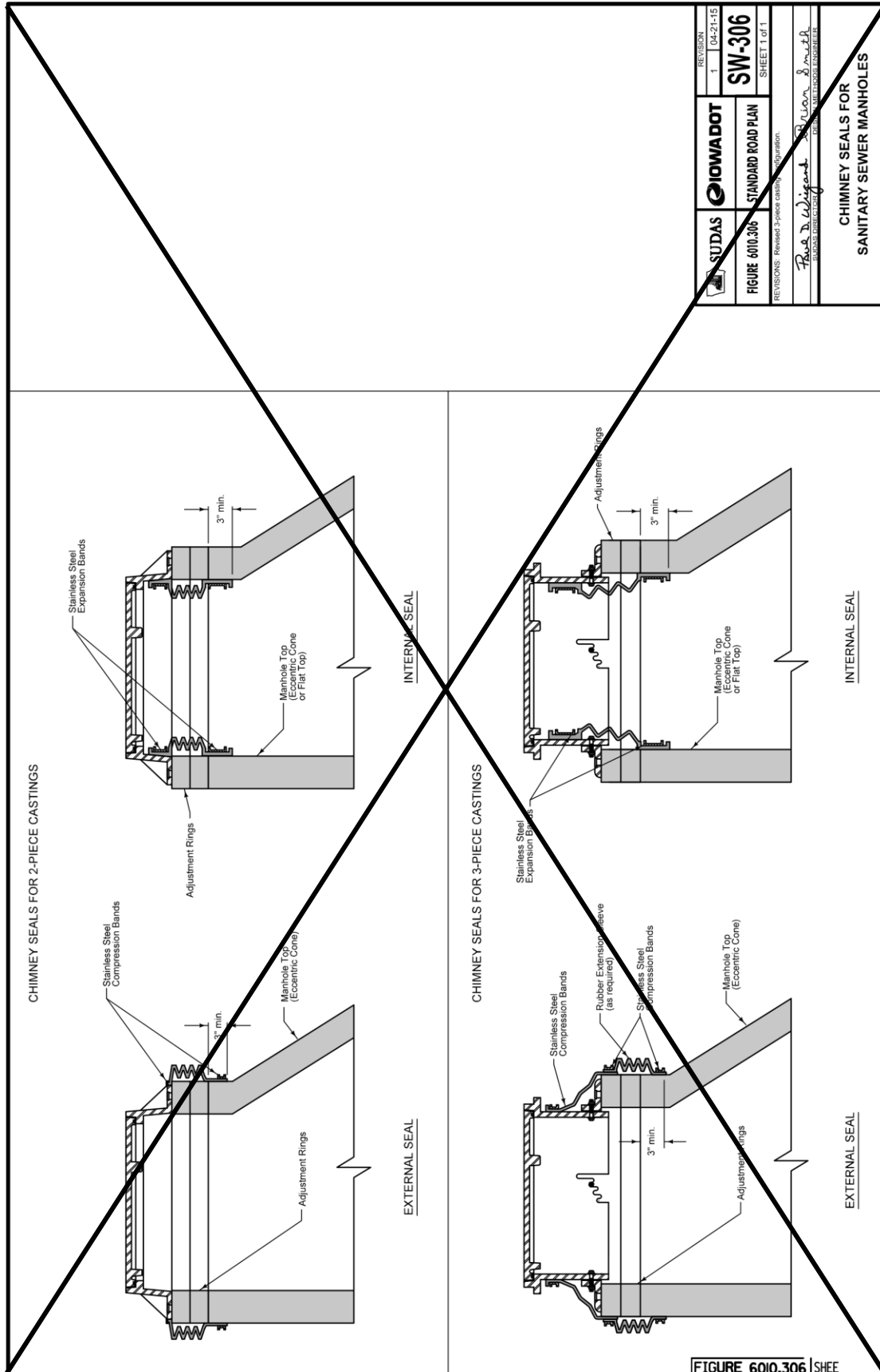


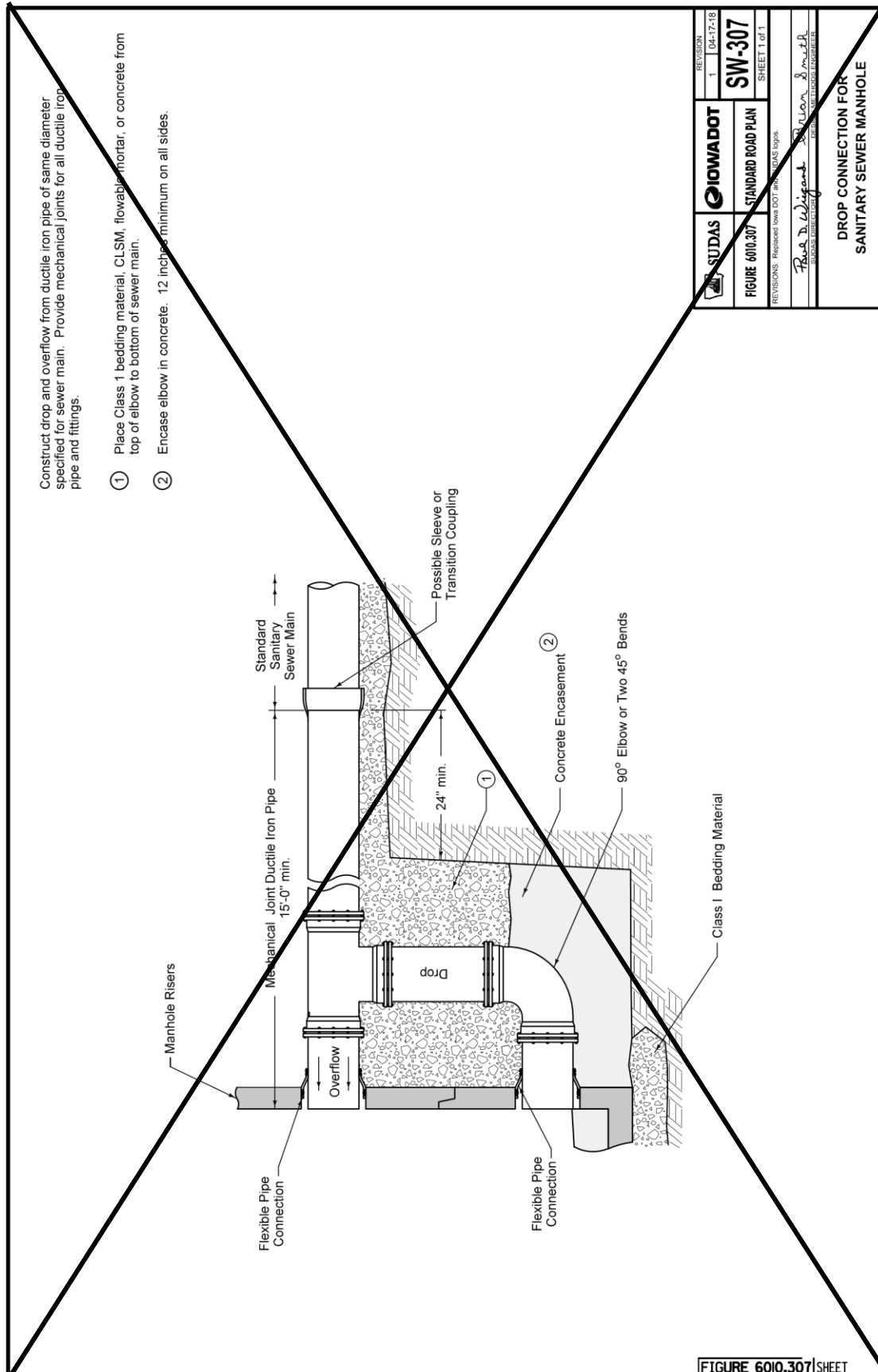
TYPICAL SANITARY SEWER MANHOLE DETAIL

MP-5



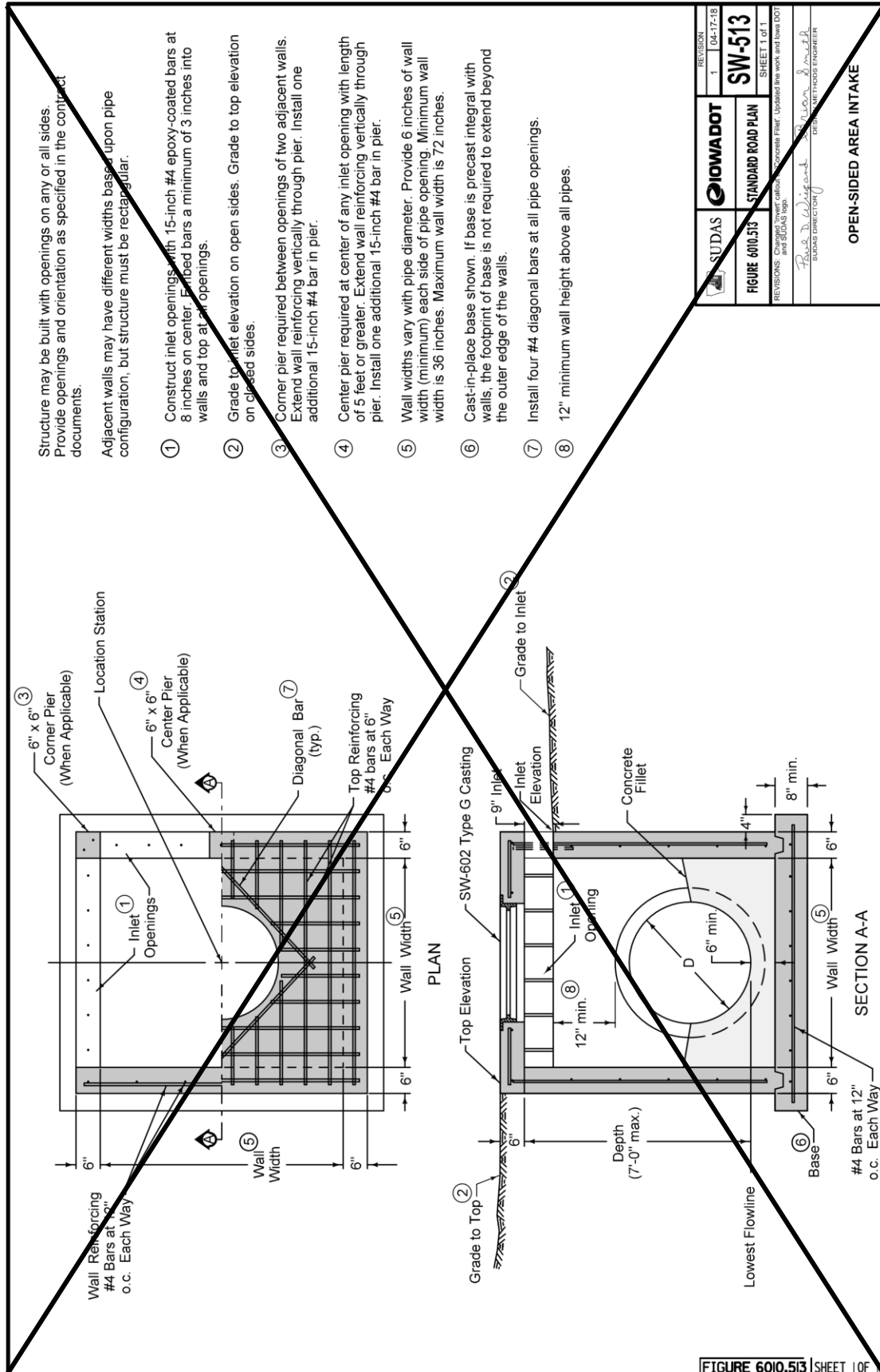






REVISION	1	04-12-18
FIGURE 6010.307	STANDARD ROAD PLAN	SW-307
REVISIONS	Revised from DOT # 6010.307	SHEET 1 of 1
Prepared by	Paul D. Wiegand	Paul D. Wiegand
Checked by	Paul D. Wiegand	Paul D. Wiegand
Approved by	Paul D. Wiegand	Paul D. Wiegand

DROP CONNECTION FOR
SANITARY SEWER MANHOLE



SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SUPPLEMENTAL DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.02 PAVEMENT CONSTRUCTION

C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010 (DELETE), 3.04 (ADD) and 6020 for manhole adjustments (DELETE) and Section 5020, 3.04 for water fixture adjustments.

I. Finishing:

5. Surface Treatment:

- b. ~~(DELETE) Surface Tining:~~ When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.

~~1) Longitudinal:~~

- a) ~~Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- b) ~~Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~
- c) ~~Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- d) ~~At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

2) ~~Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~
- ~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~
- ~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

3.03 CURB AND GUTTER CONSTRUCTION (DELETE) (See Figure 7010.102 (ADD) MD-2 Curb and Gutter Details.)

- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used (ADD) if approved by the City Engineer.

3.04 PAVEMENT PROTECTION

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

1. Cold Weather:

- 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
 - a) (ADD) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.
 - b) (ADD) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
 - c) (ADD) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

(ADD) Table 5.1—Recommended Concrete Temperatures

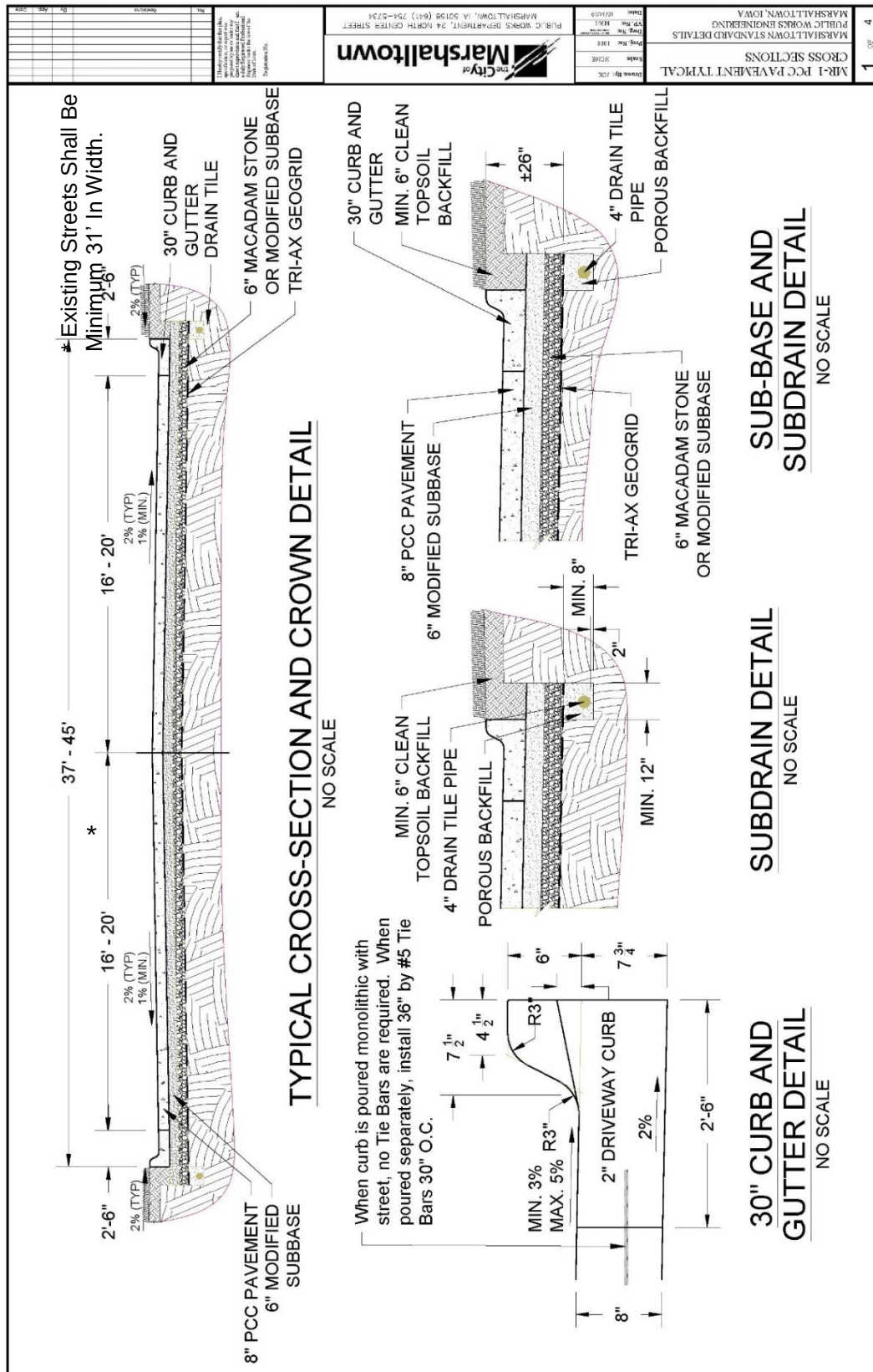
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for indicated air temperature *			
2	Above 30°F (-1°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)	45°F (7°C)
3	0 to 30°F (-18 to -1°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)
4	Below 0°F (-18°C)	70°F (21°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)
5		Maximum allowable gradual temperature drop in first 24 hours after end of protection			
		50°F (28°C)	40° (22°C)	30°F (17°C)	20°F (11°C)

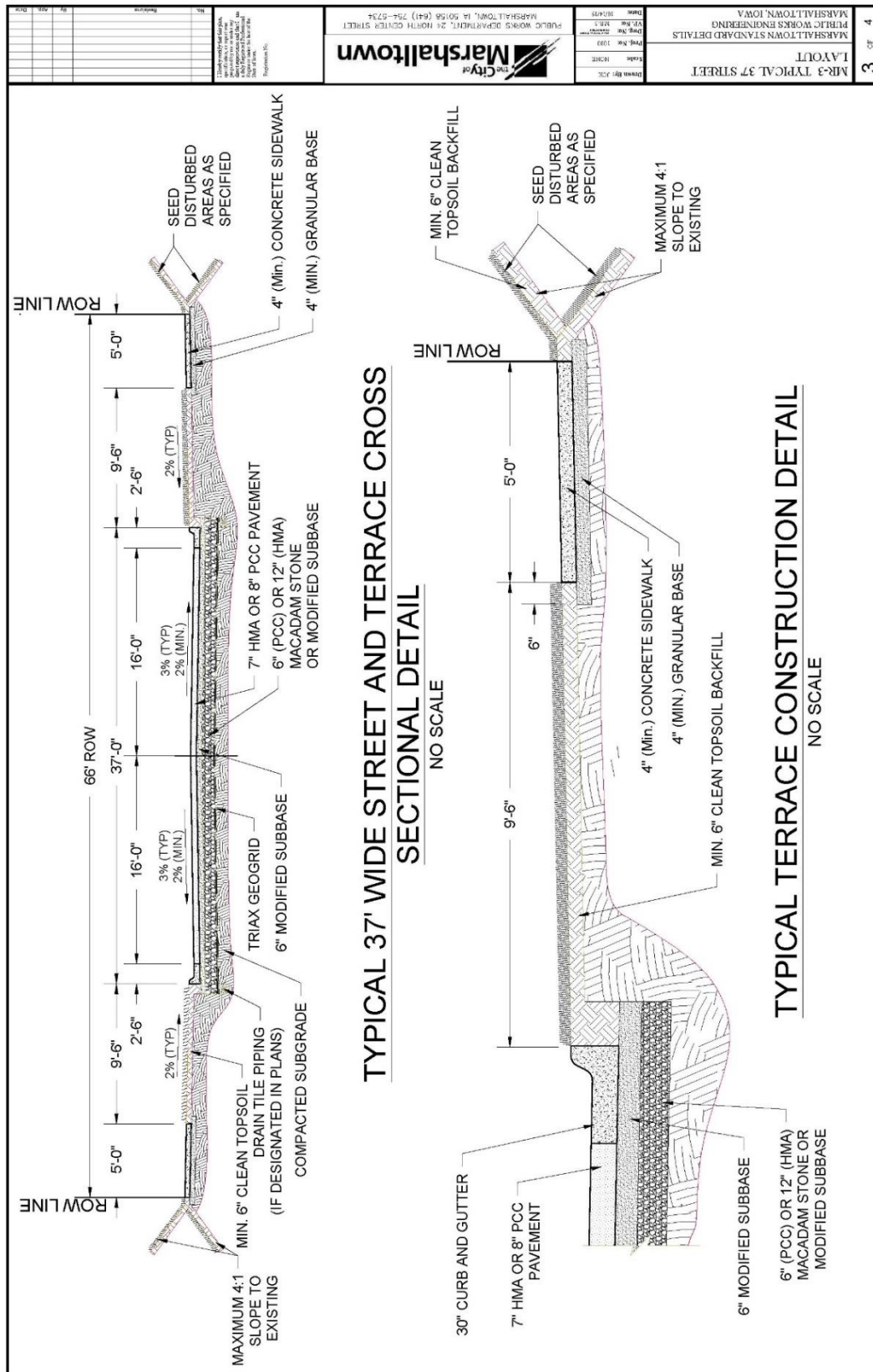
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

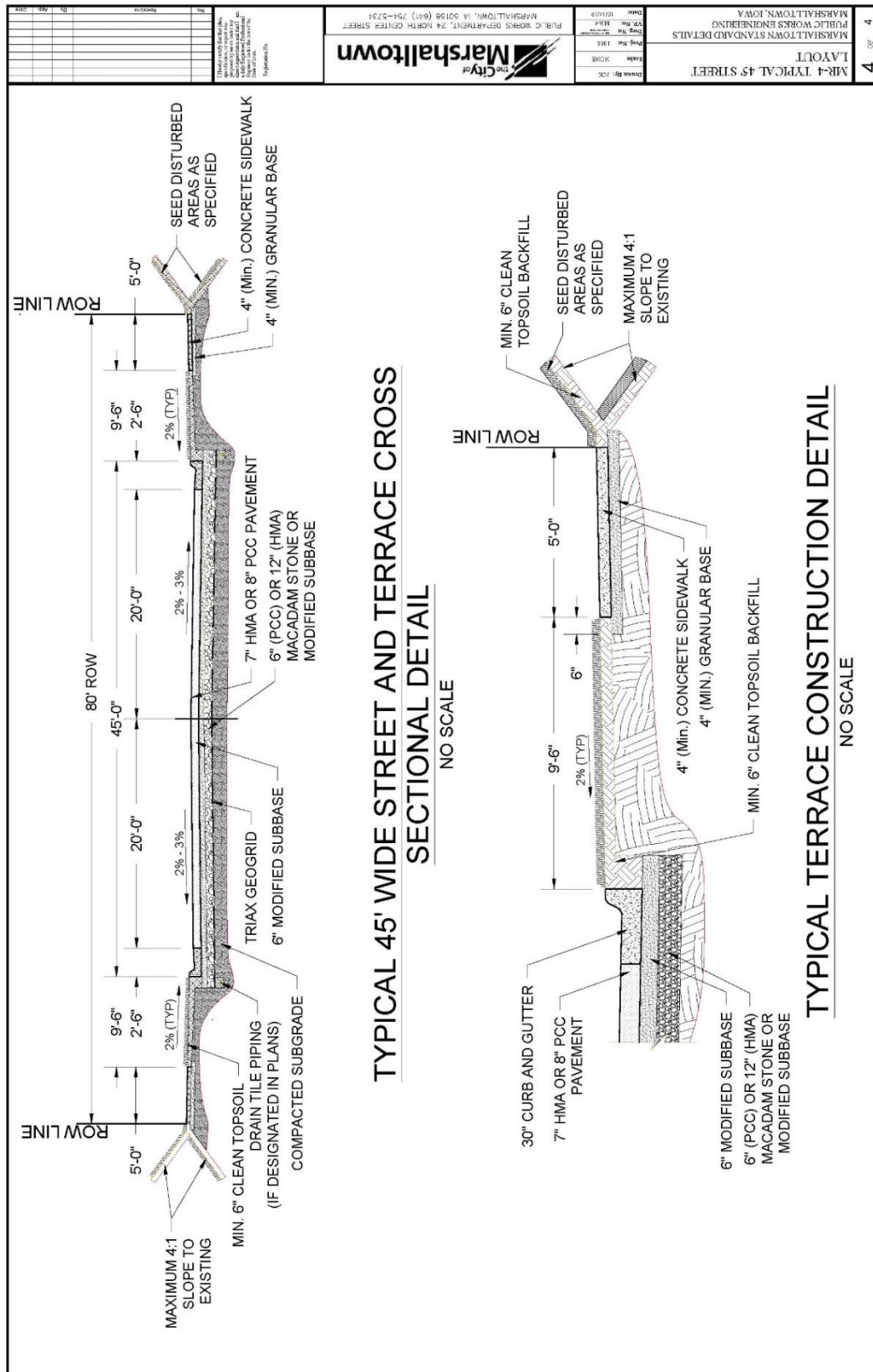
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

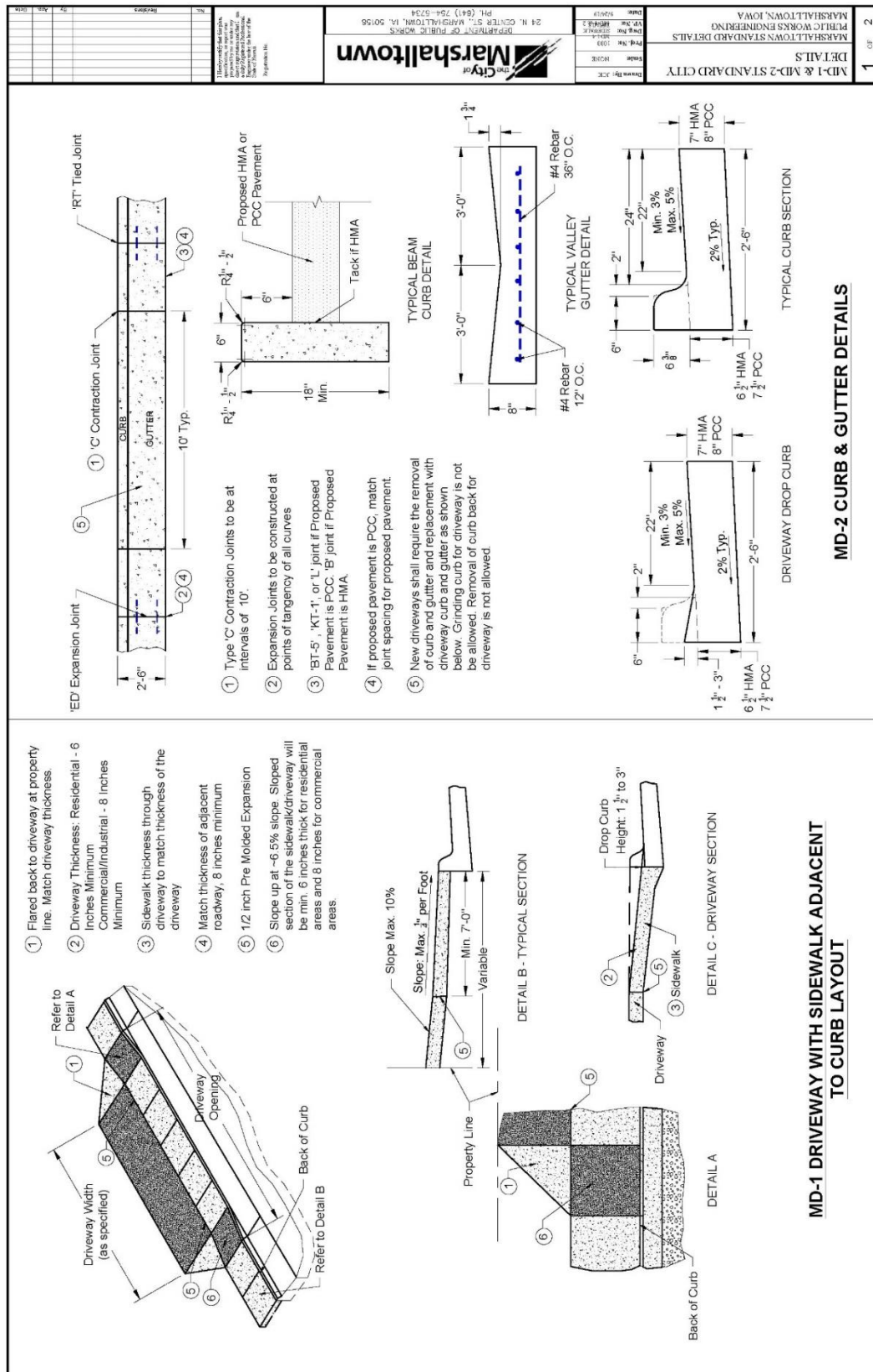
A. Added the following details:

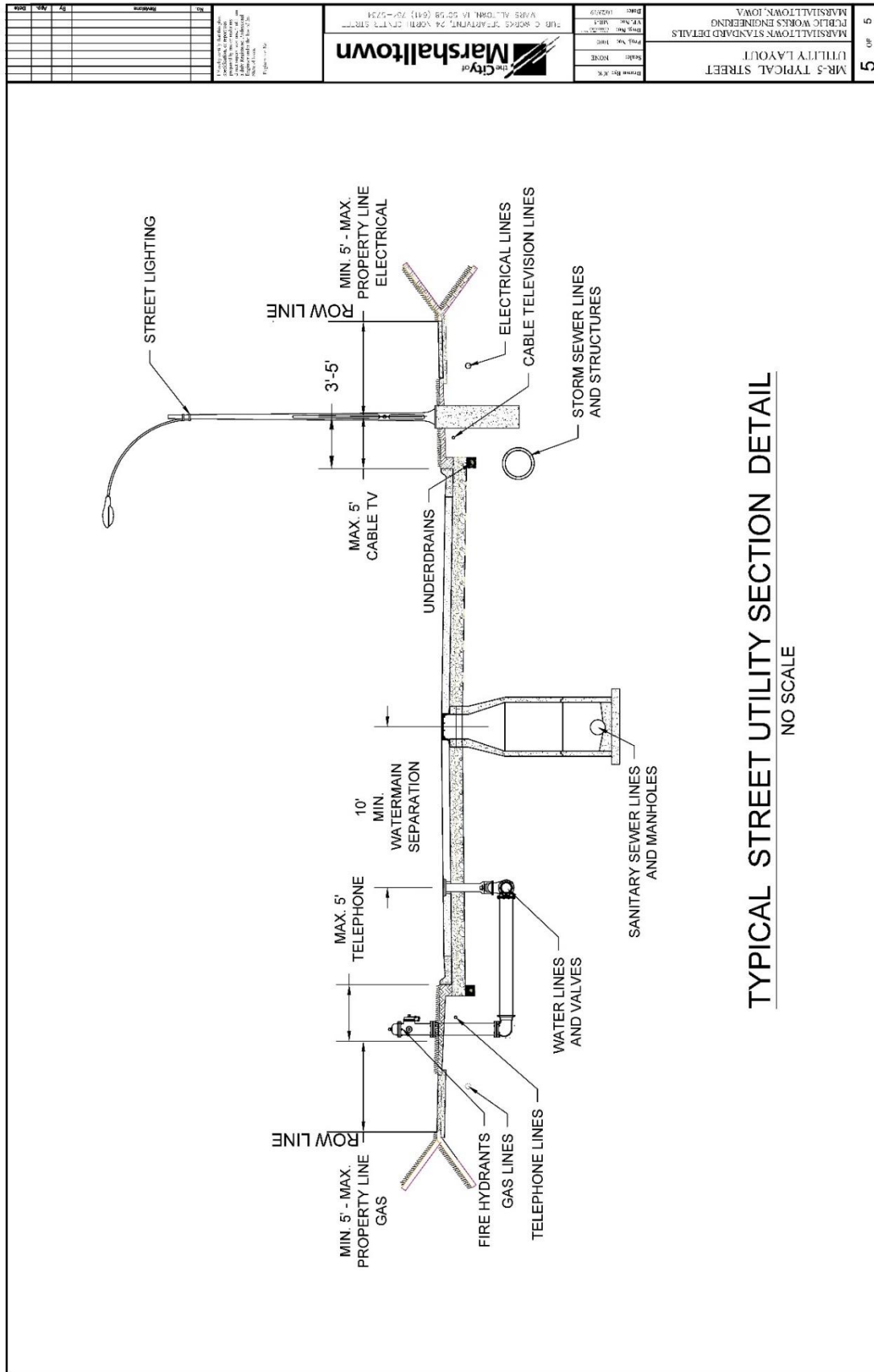
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

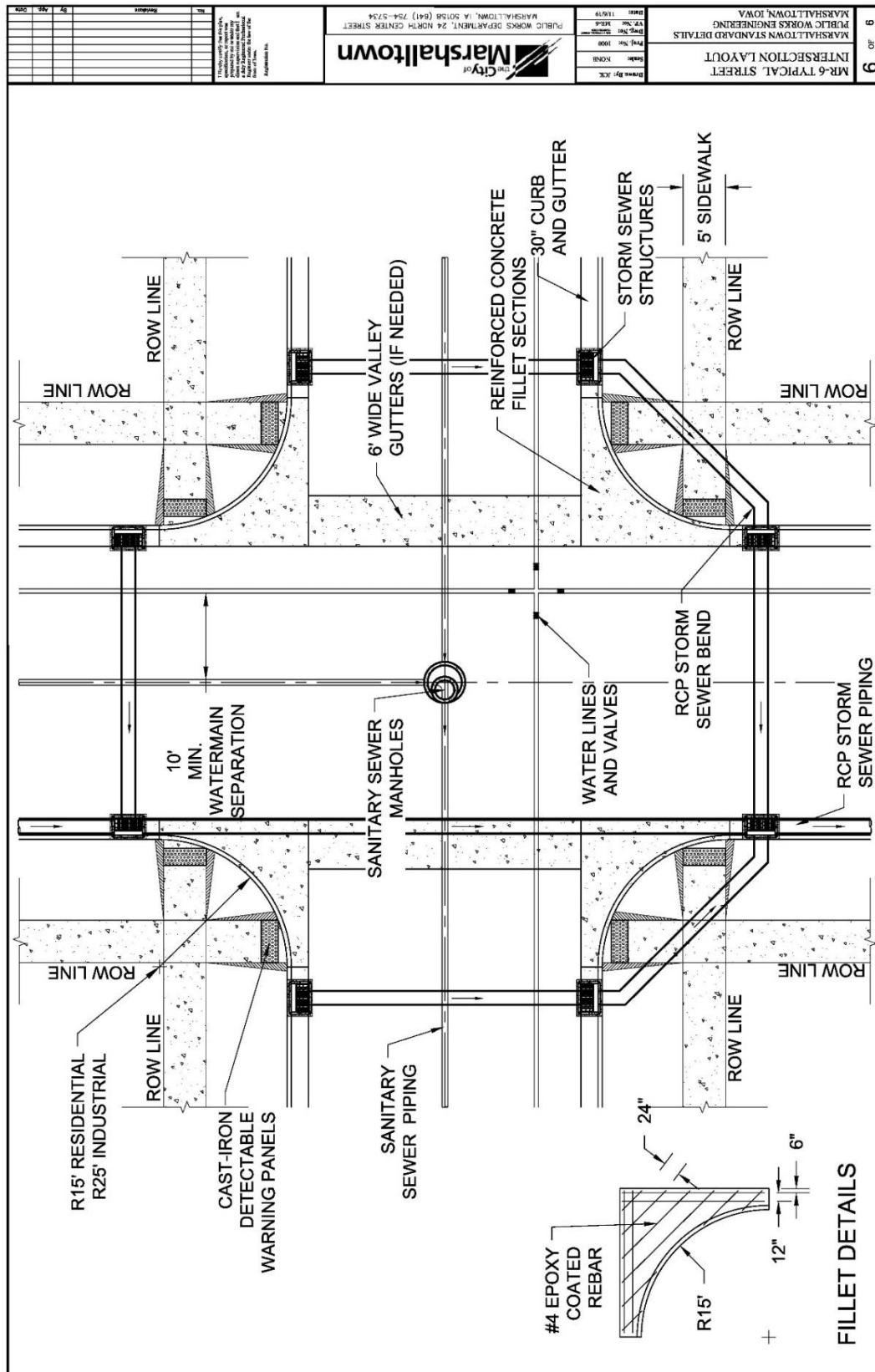












SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

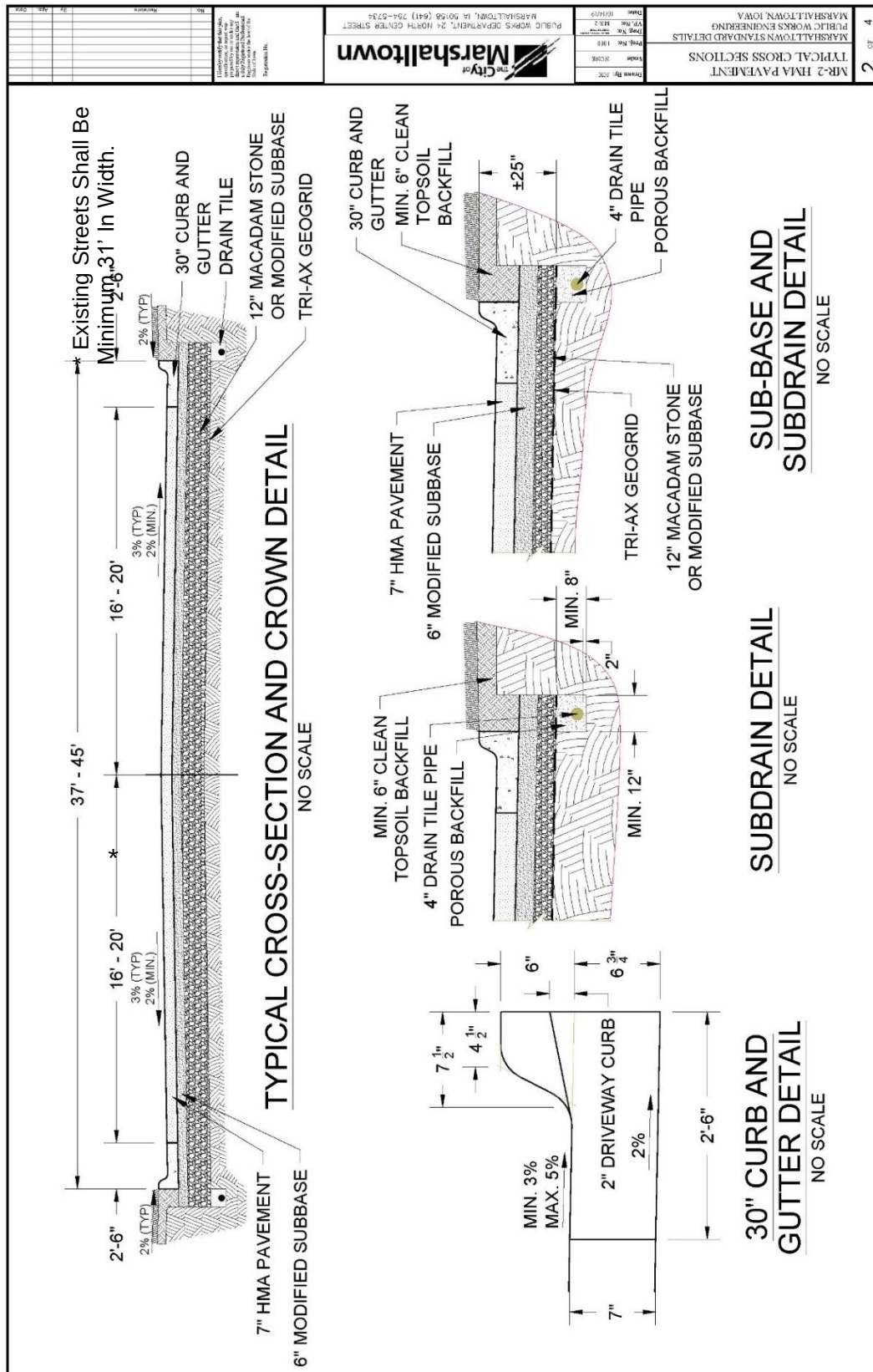
1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

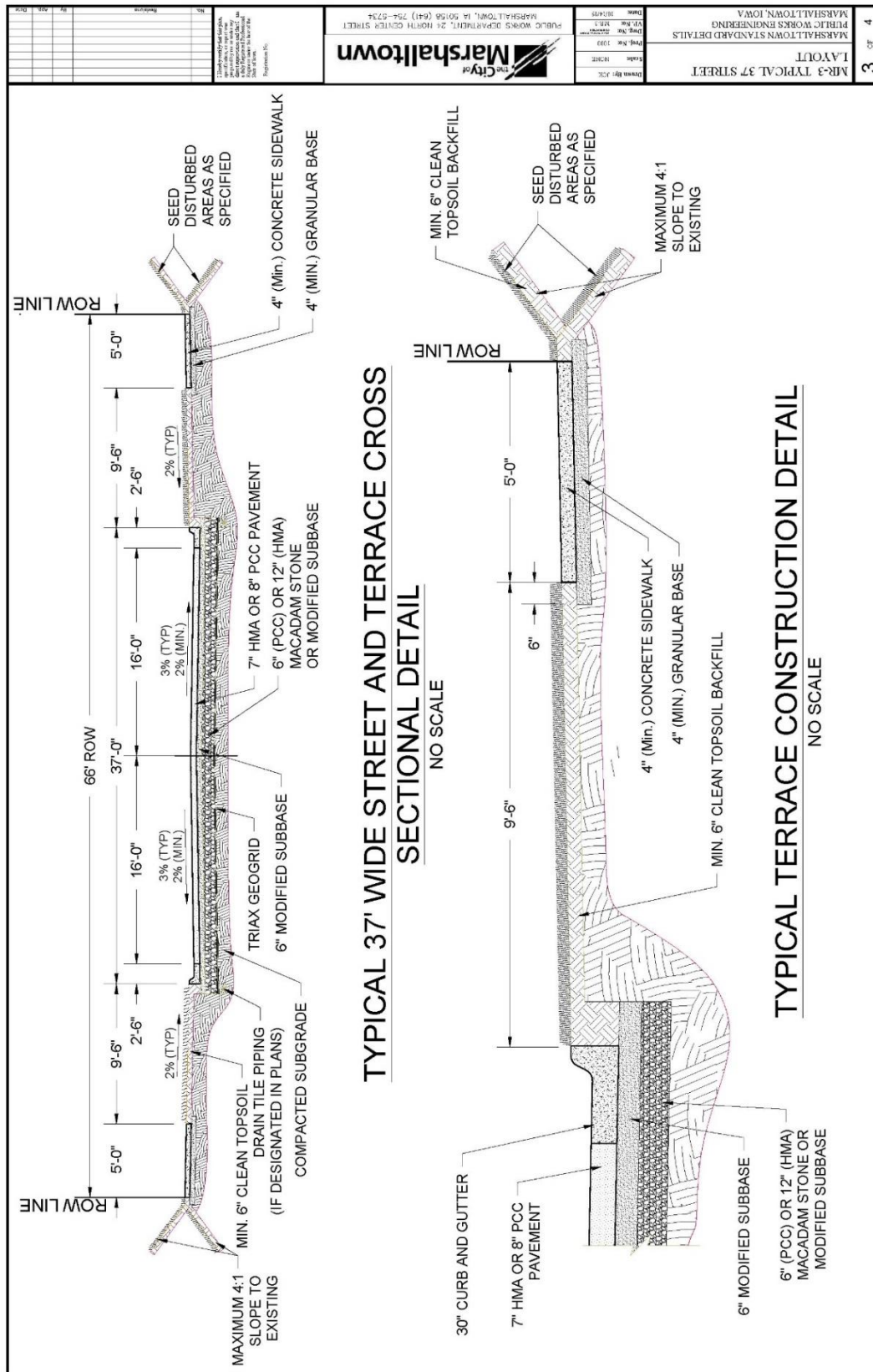
PART 3 - EXECUTION

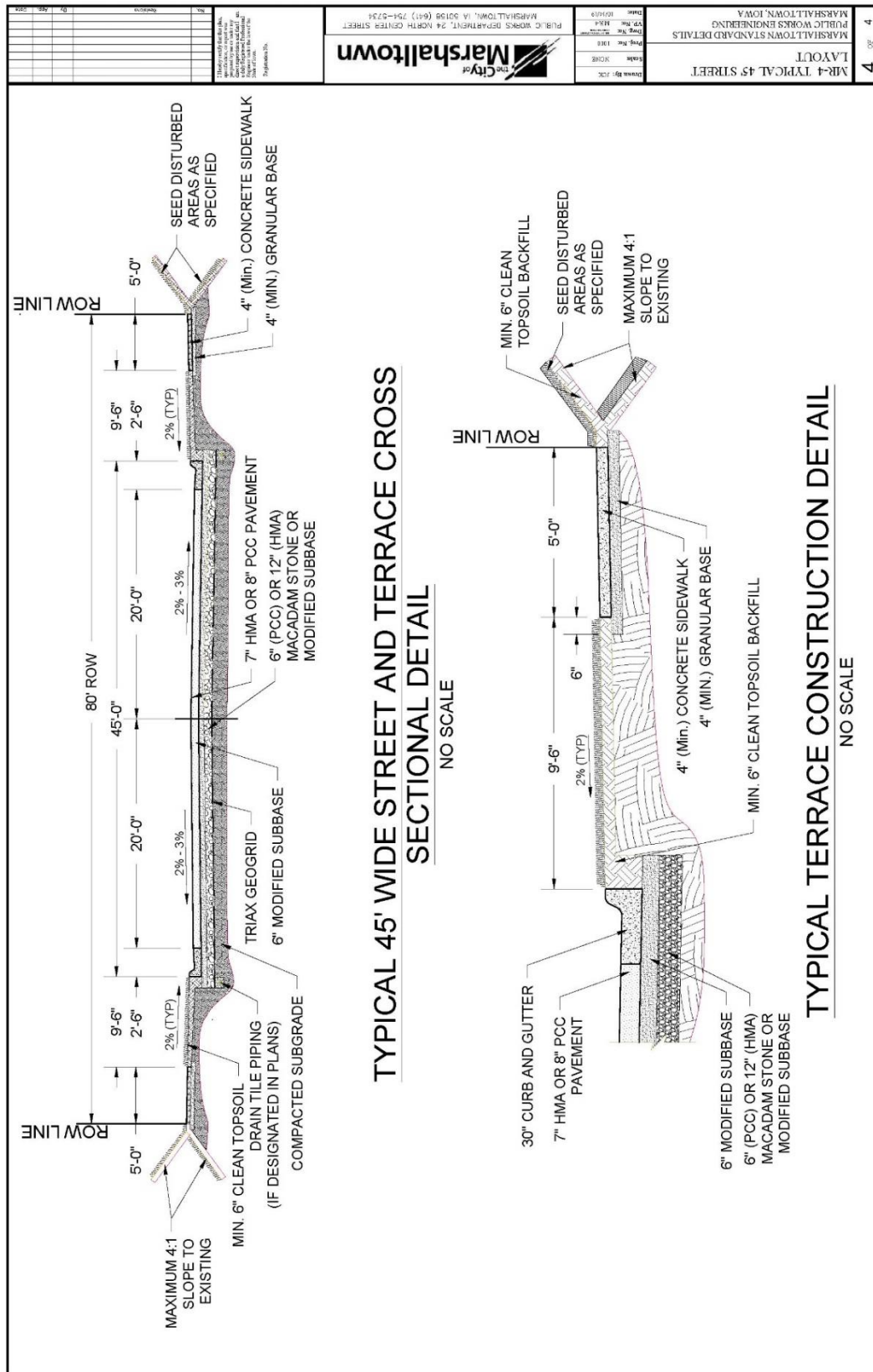
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

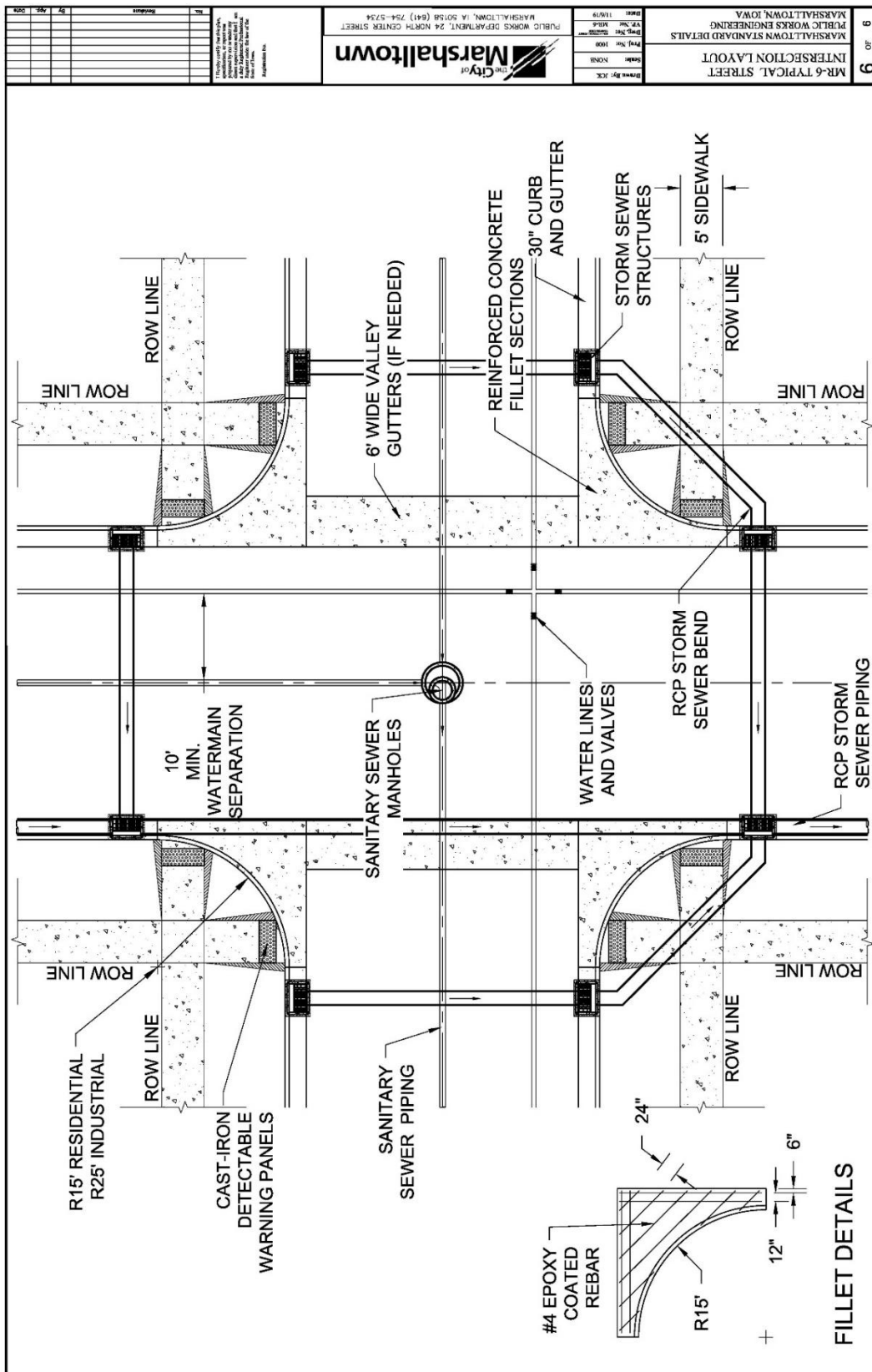
A. Added the following details:

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









SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class(DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~
- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.

- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.

2. Moisture Retention:

- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:
 - a. Dry to the touch in no more than 4 hours, and
 - b. Do not track off the concrete when walked upon after 12 hours.

D. White Pigmented Compounds.

- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a non-uniform spray.
- 3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
- 4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.
 3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
 4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.

5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.

- C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 7030.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

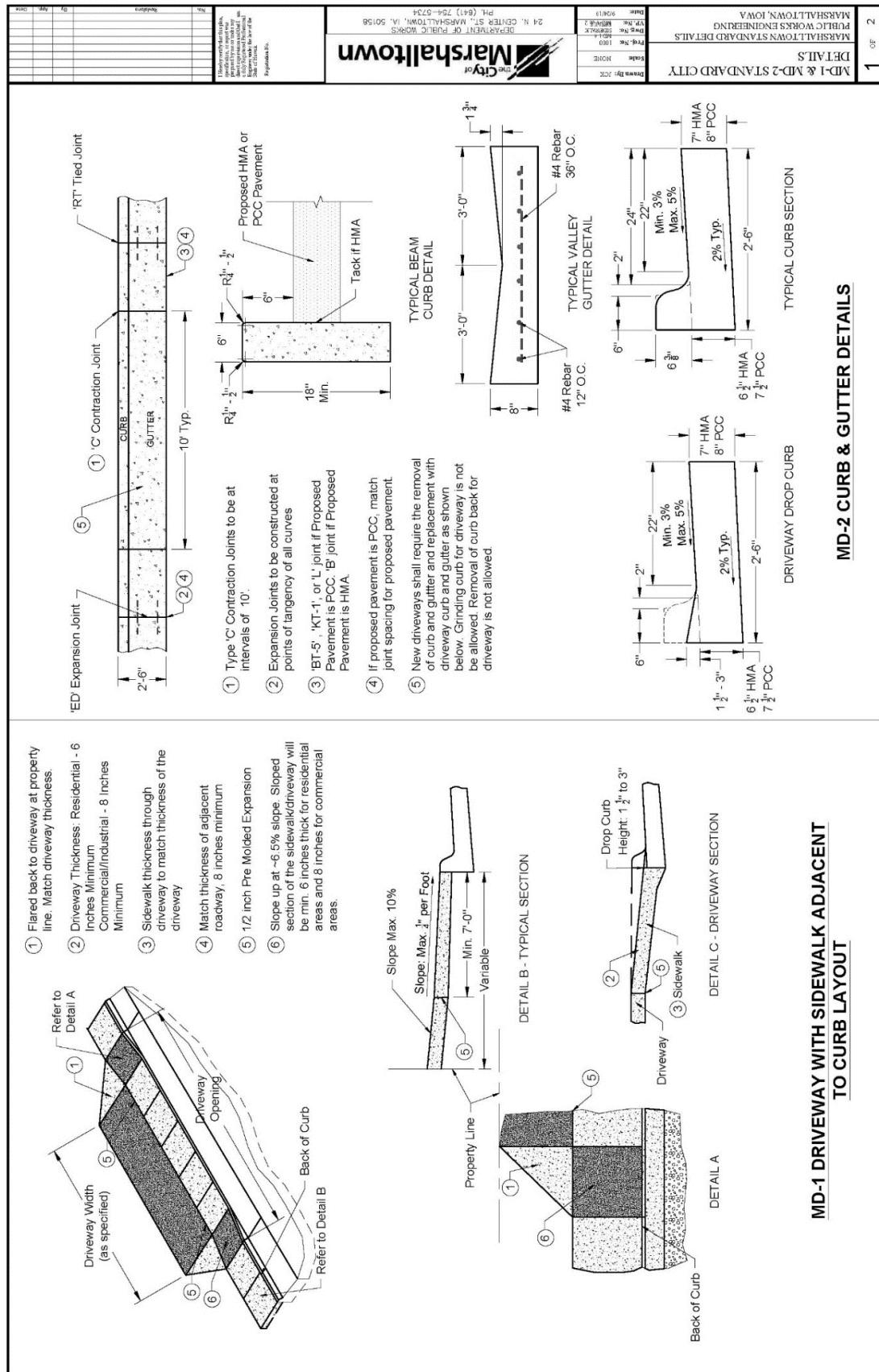
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

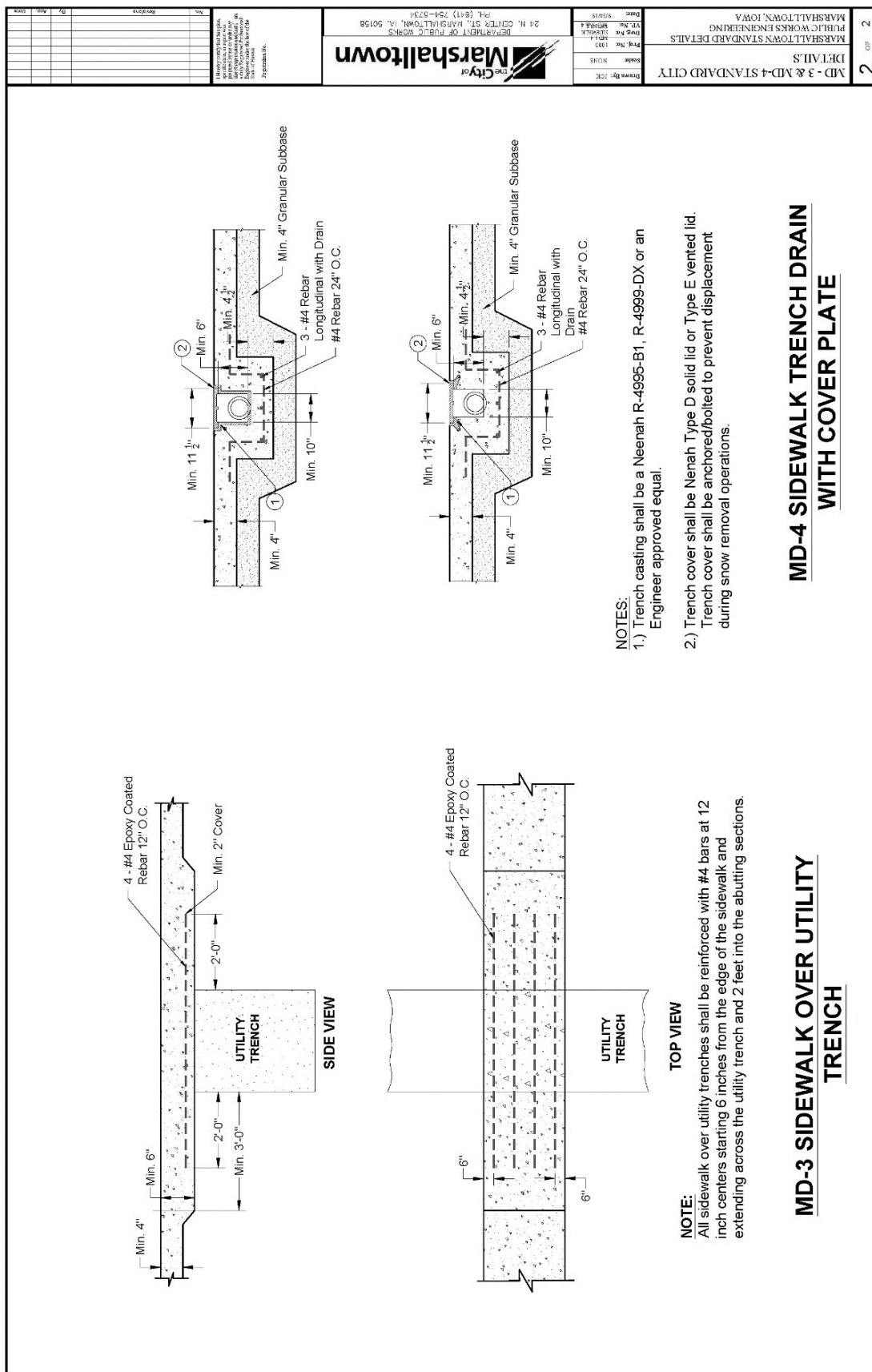
Comply with Section 7010, 3.03 and MD-2.

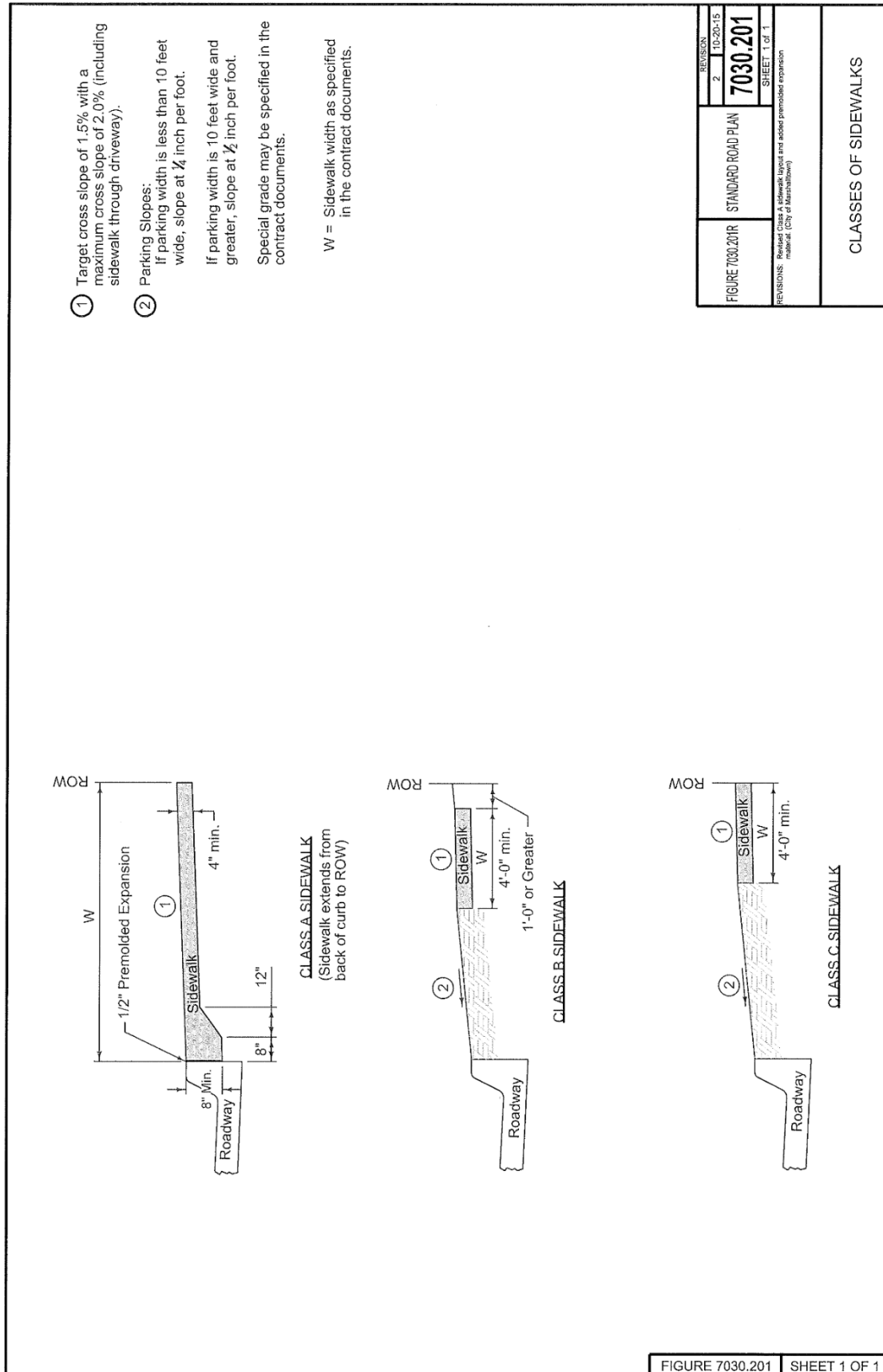
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 2. MD-2 Curb & Gutter Details
 3. MD-3 Sidewalk over Utility Trench Detail
 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.

4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for preformed expansion joints.
8. Figure 7030.208 – Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".

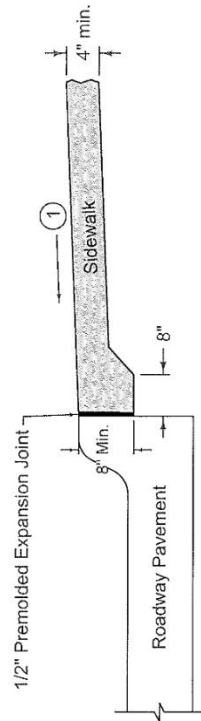




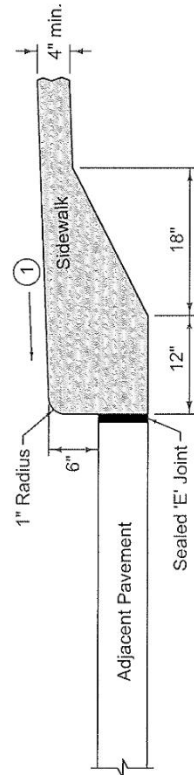


For new sidewalk with new curb and gutter, comply with Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.



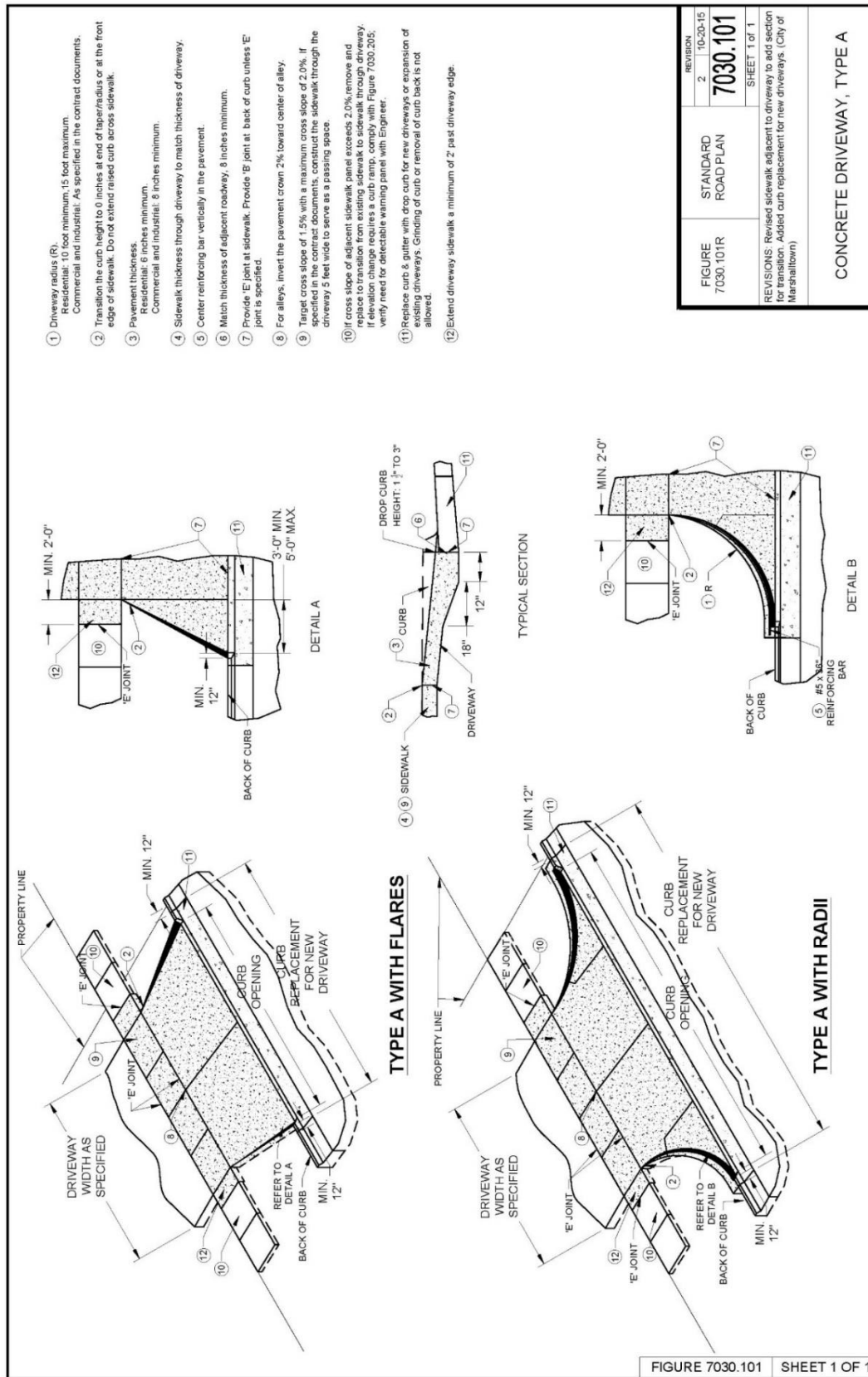
DETAIL 2

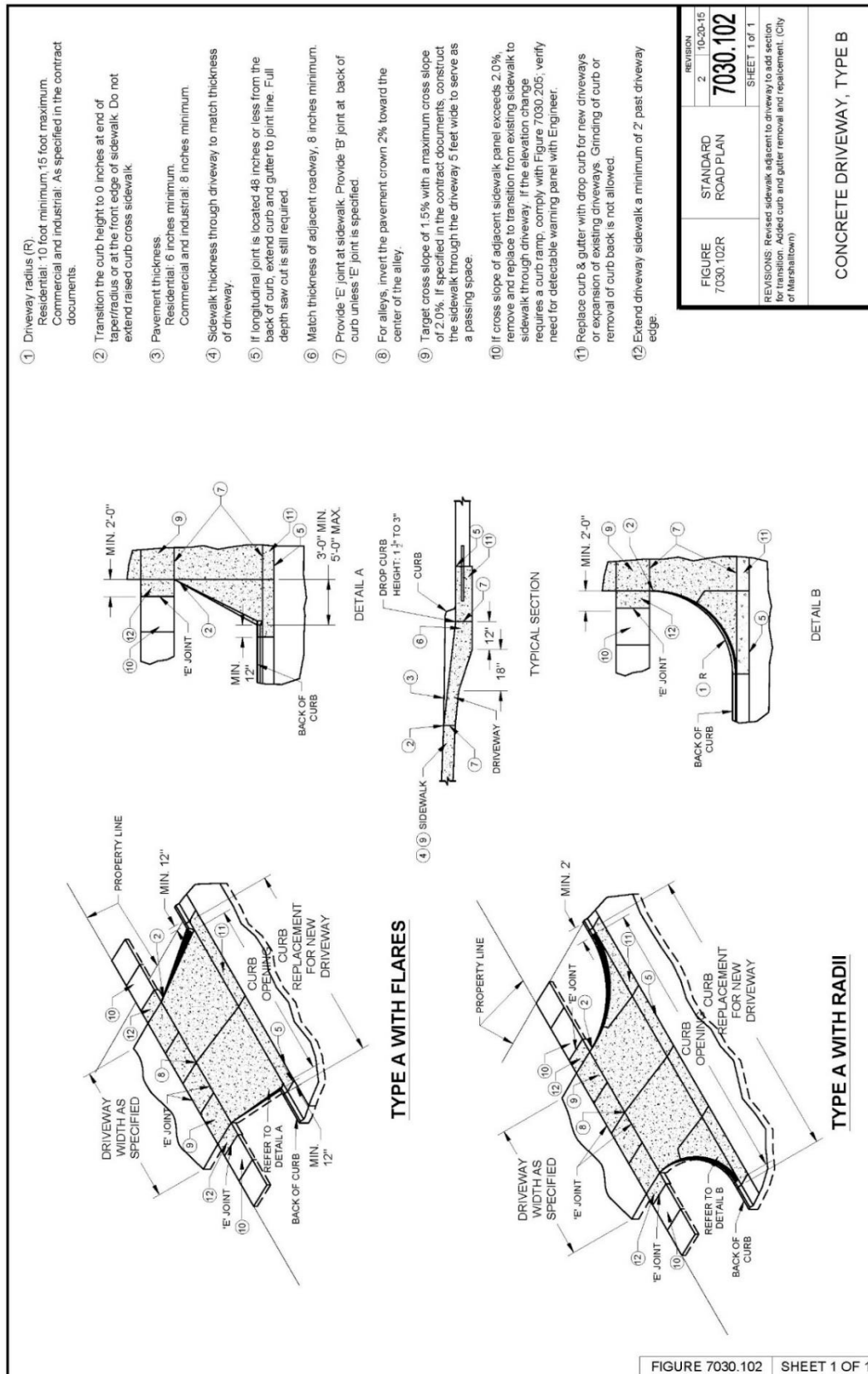


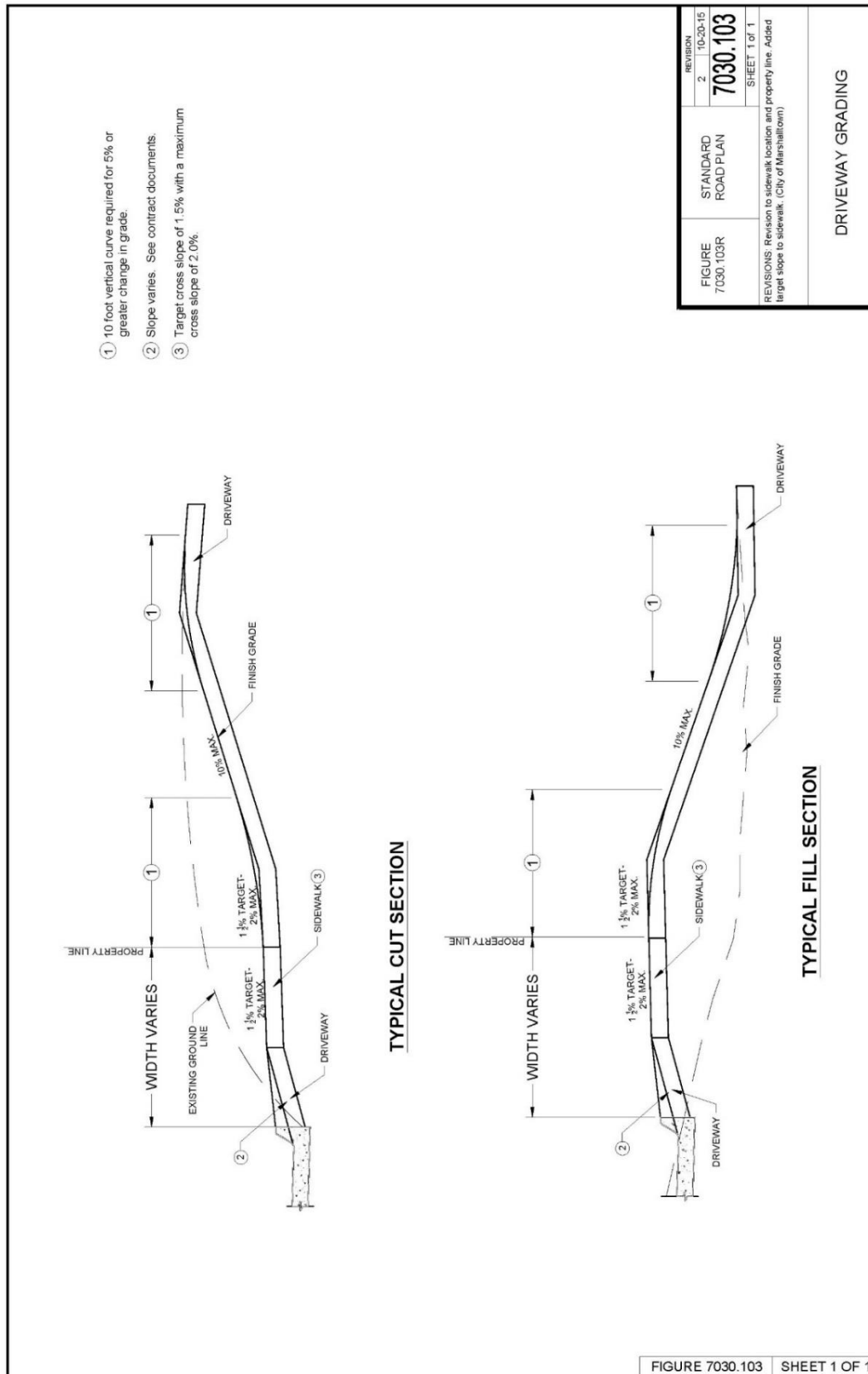
DETAIL 3

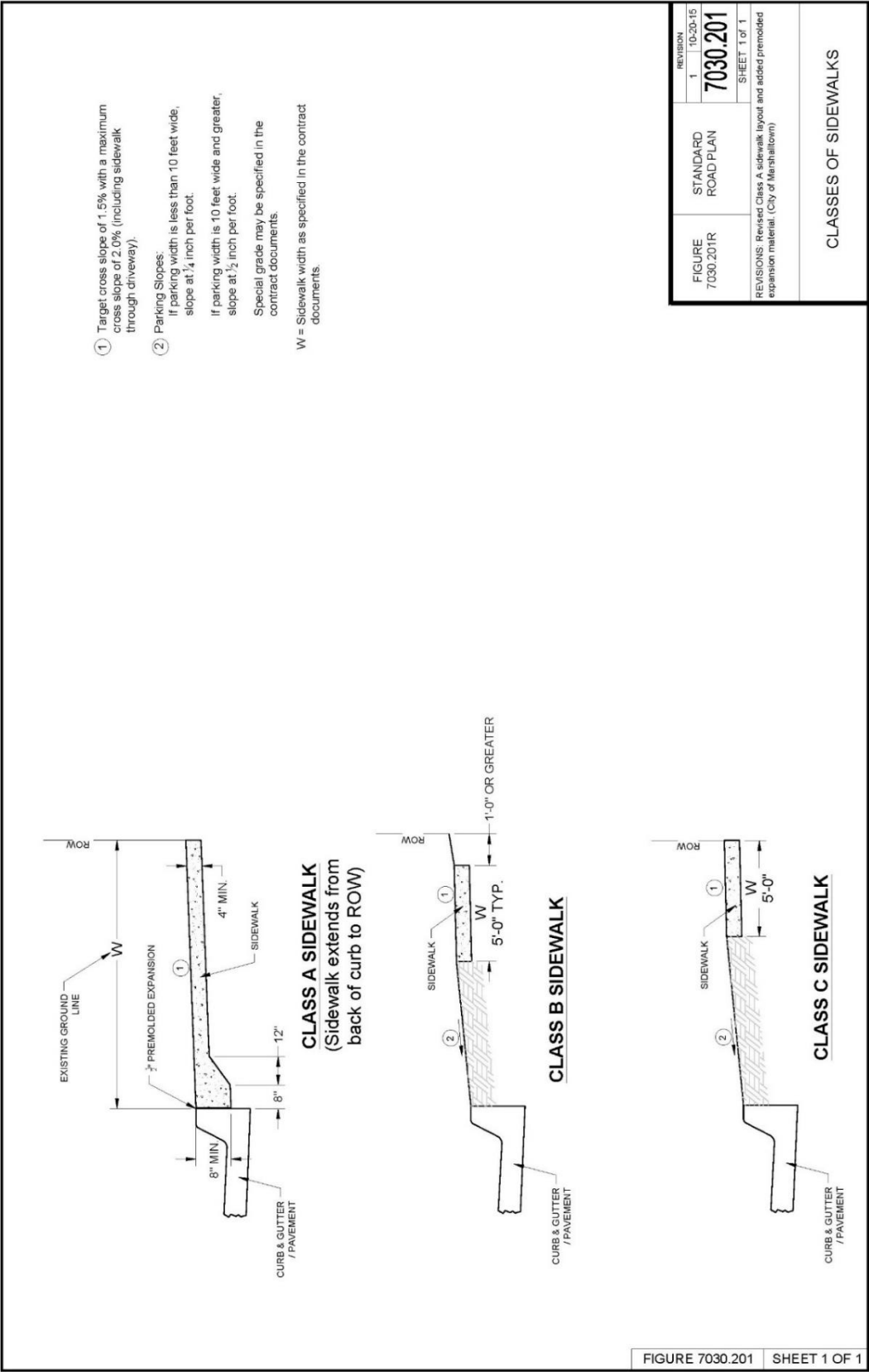
FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION
		3 10-20-15
7030.202		
SHEET 1 of 1		
REVISIONS: Removed Detail 1; Revised Detail 2. (City of Marshalltown)		

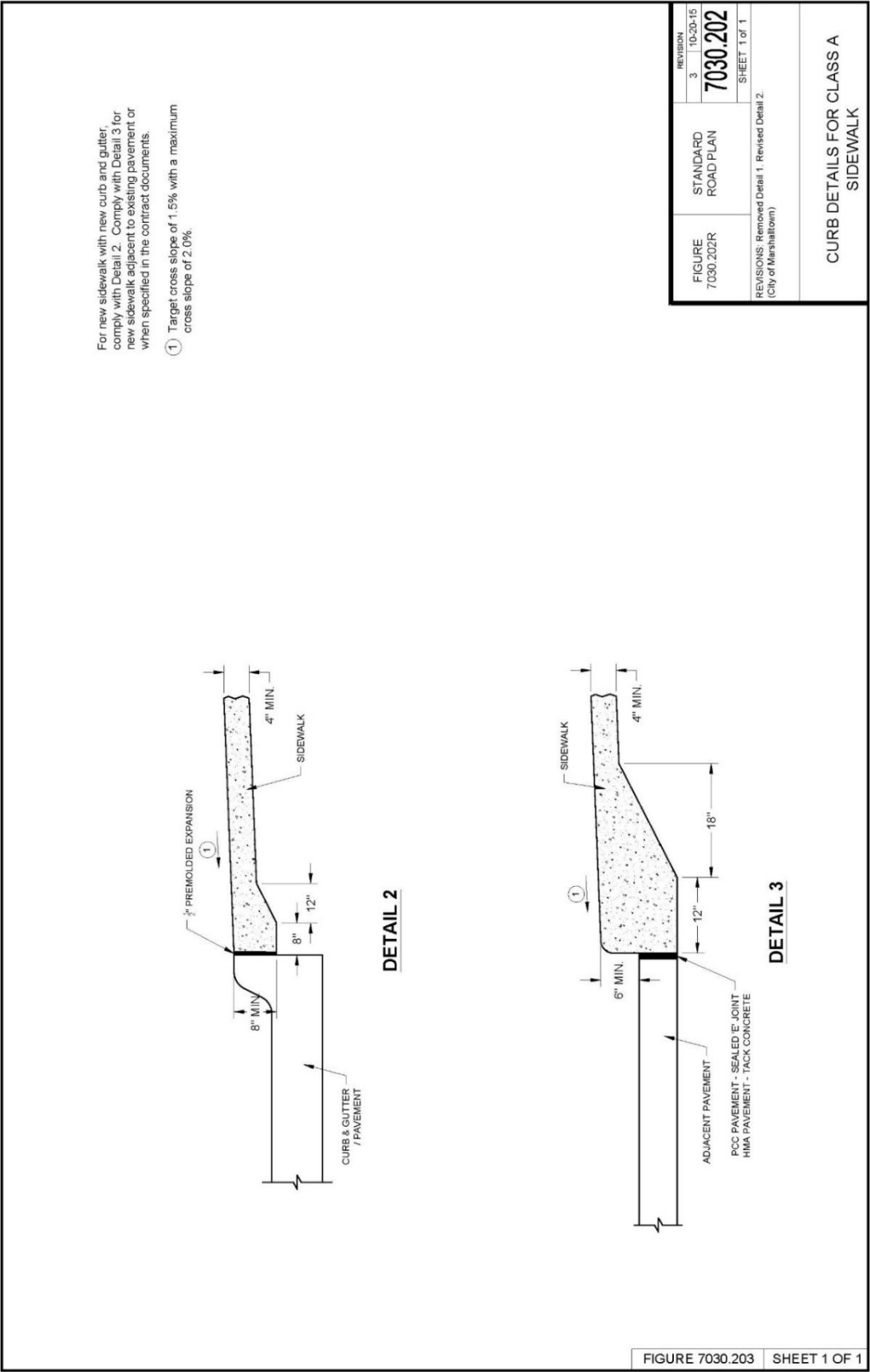
CURB DETAILS FOR CLASS A SIDEWALK

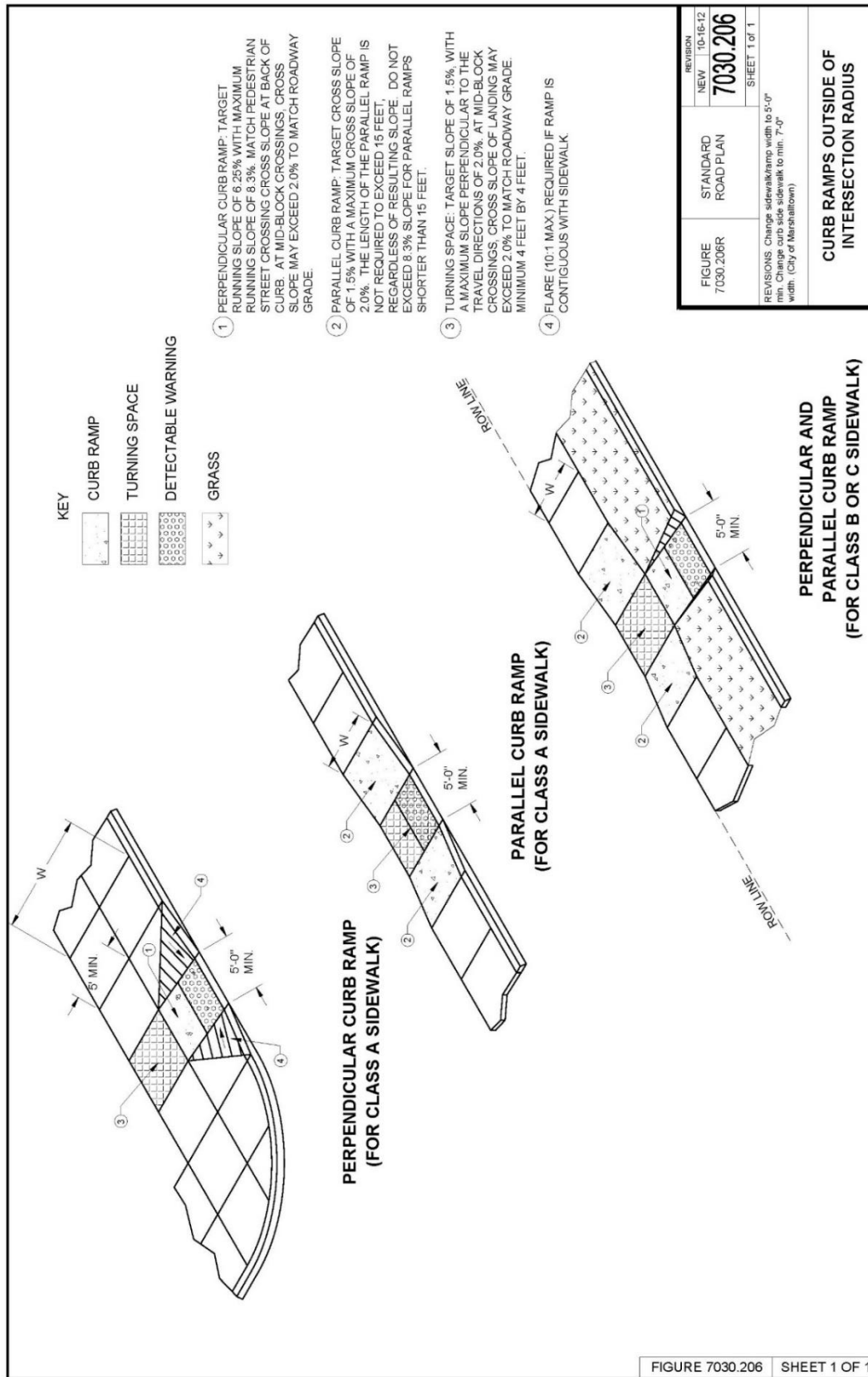


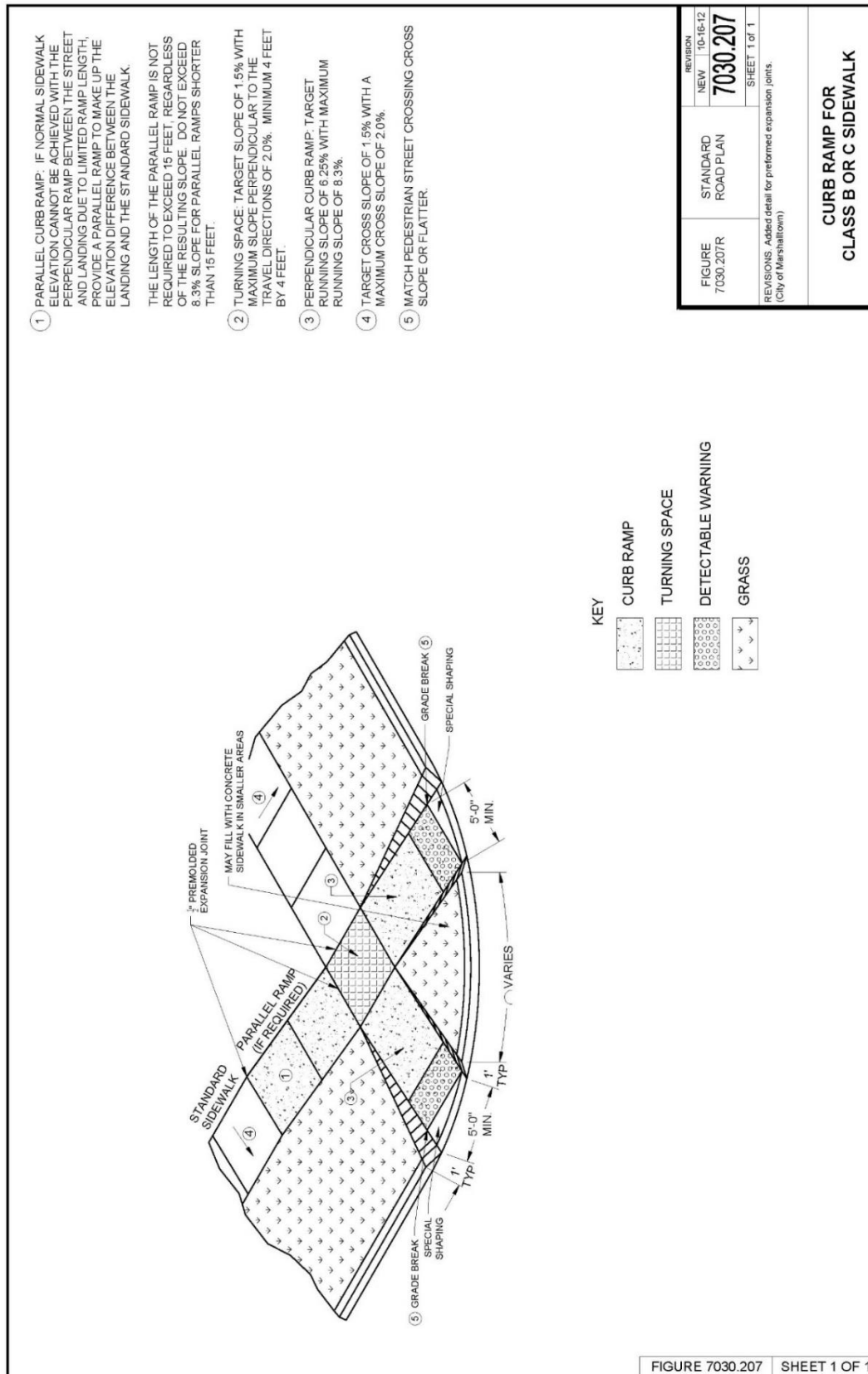












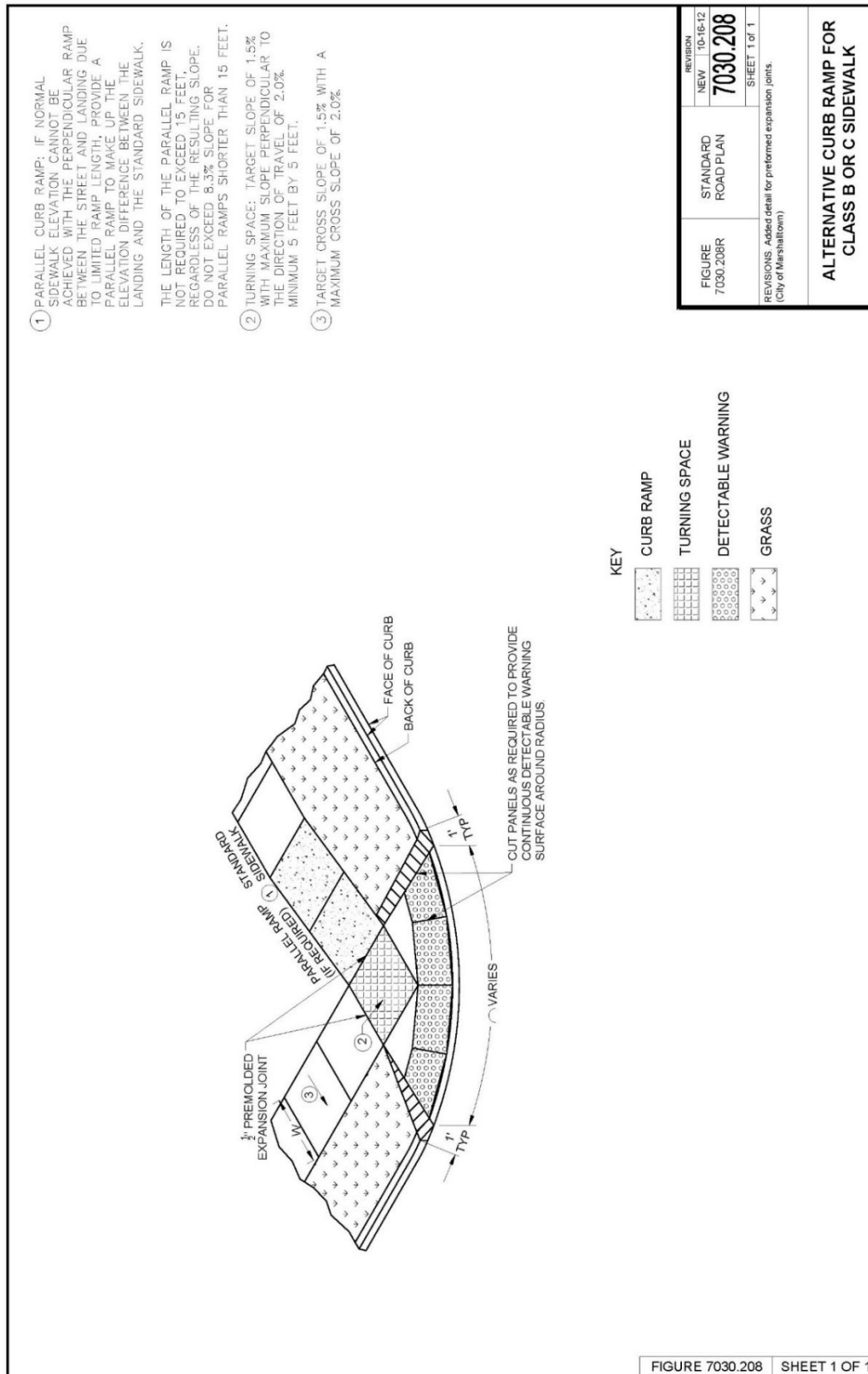
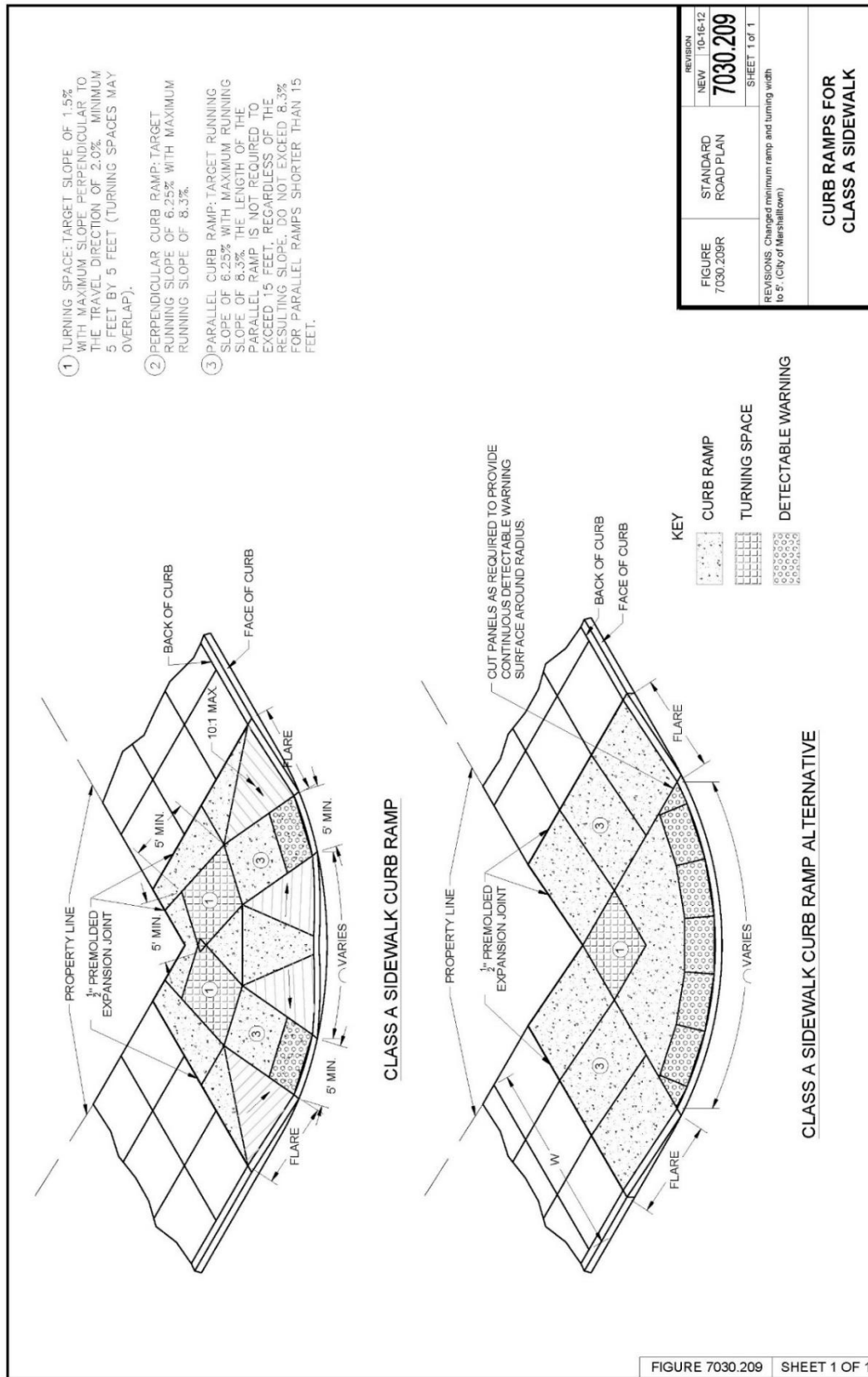


FIGURE 7030.208R	STANDARD ROAD PLAN	REVISION NEW 10-16-12
		7030.208
REVISIONS: Added detail for preformed expansion joints. (City of Marshalltown)		SHEET 1 of 1
ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK		



SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) 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. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) 2 (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~ Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD), Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

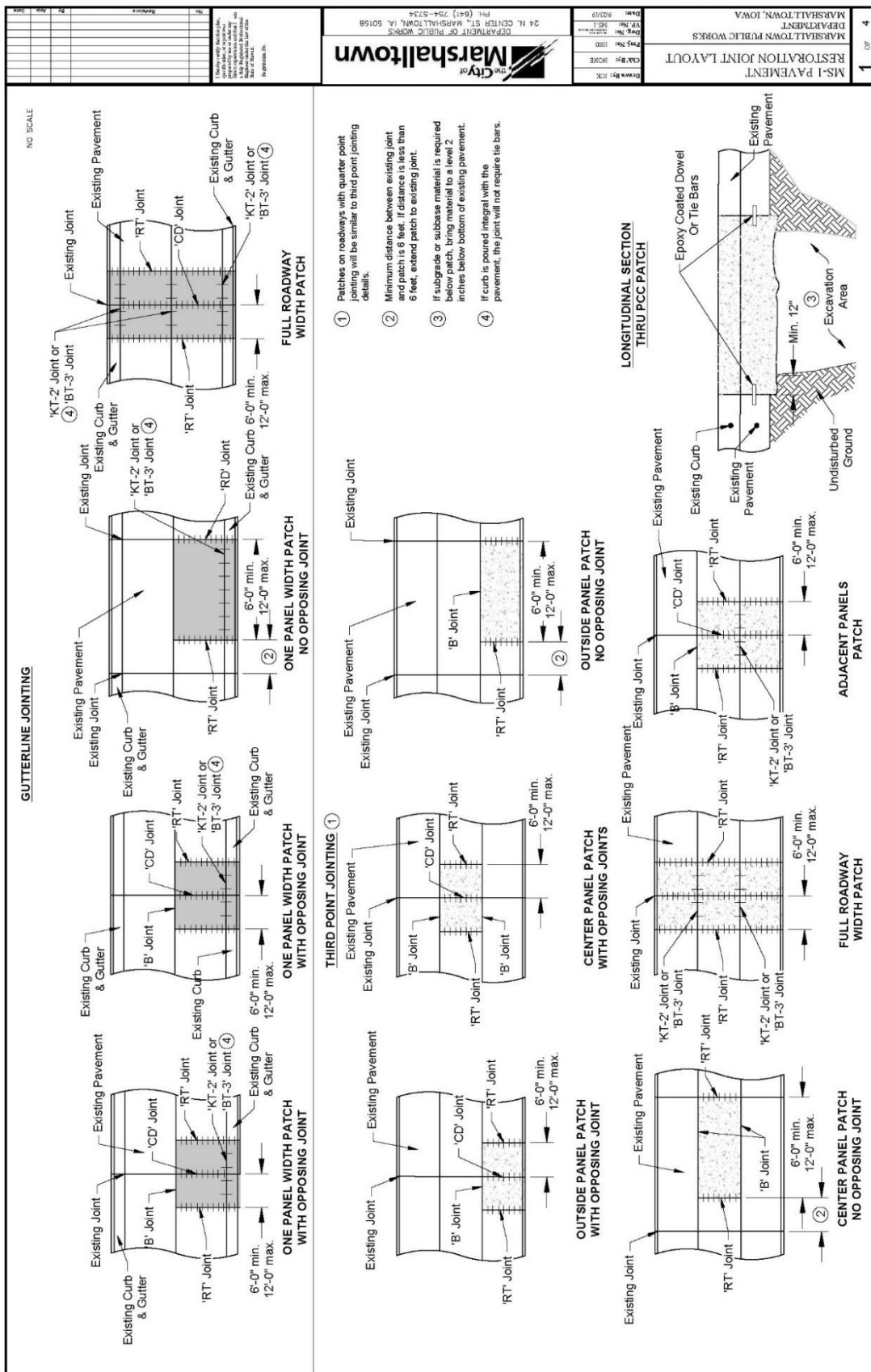
B. MS-3 Manhole Boxout Details

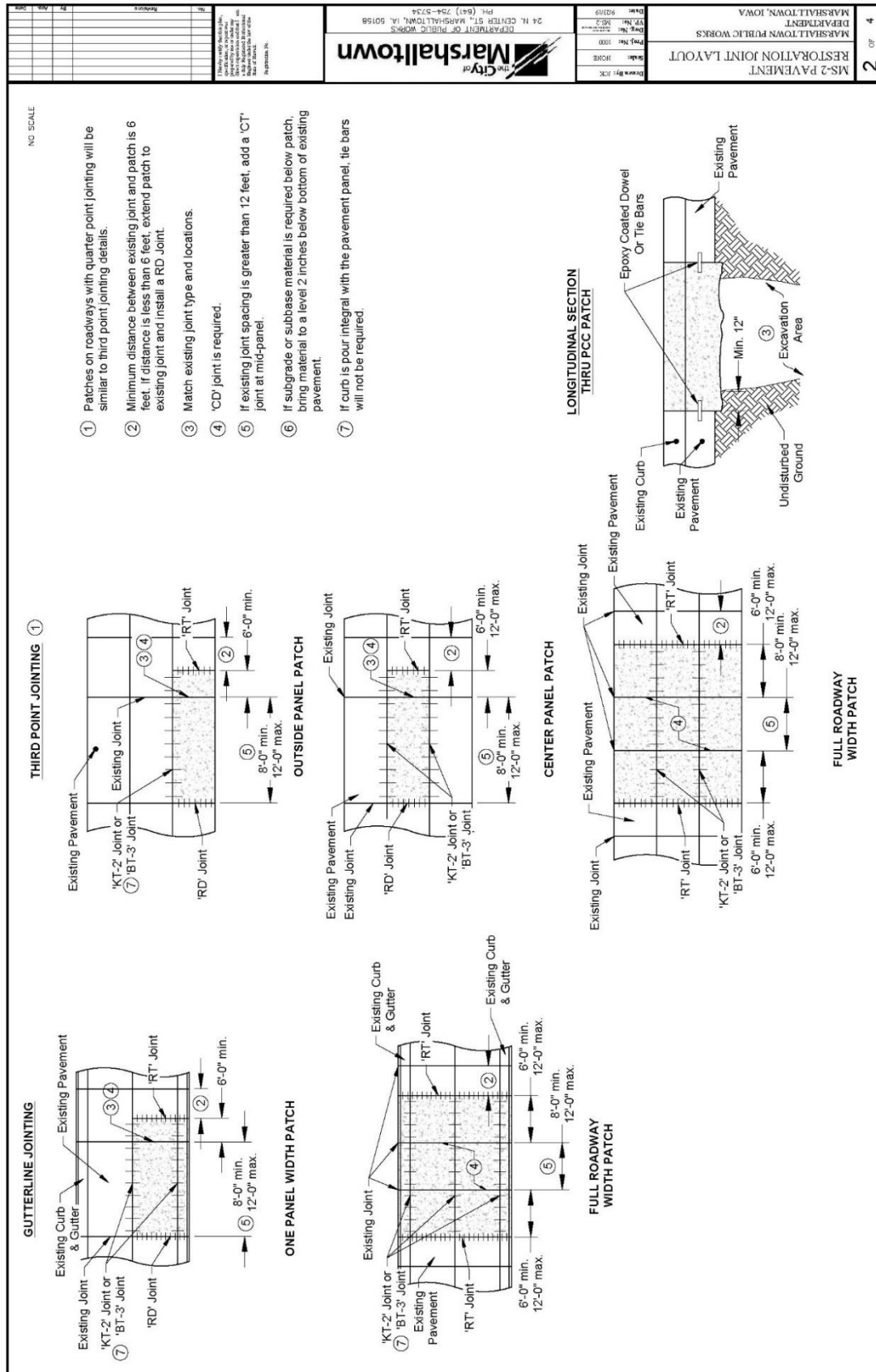
C. MS-4 Pavement Restoration Details

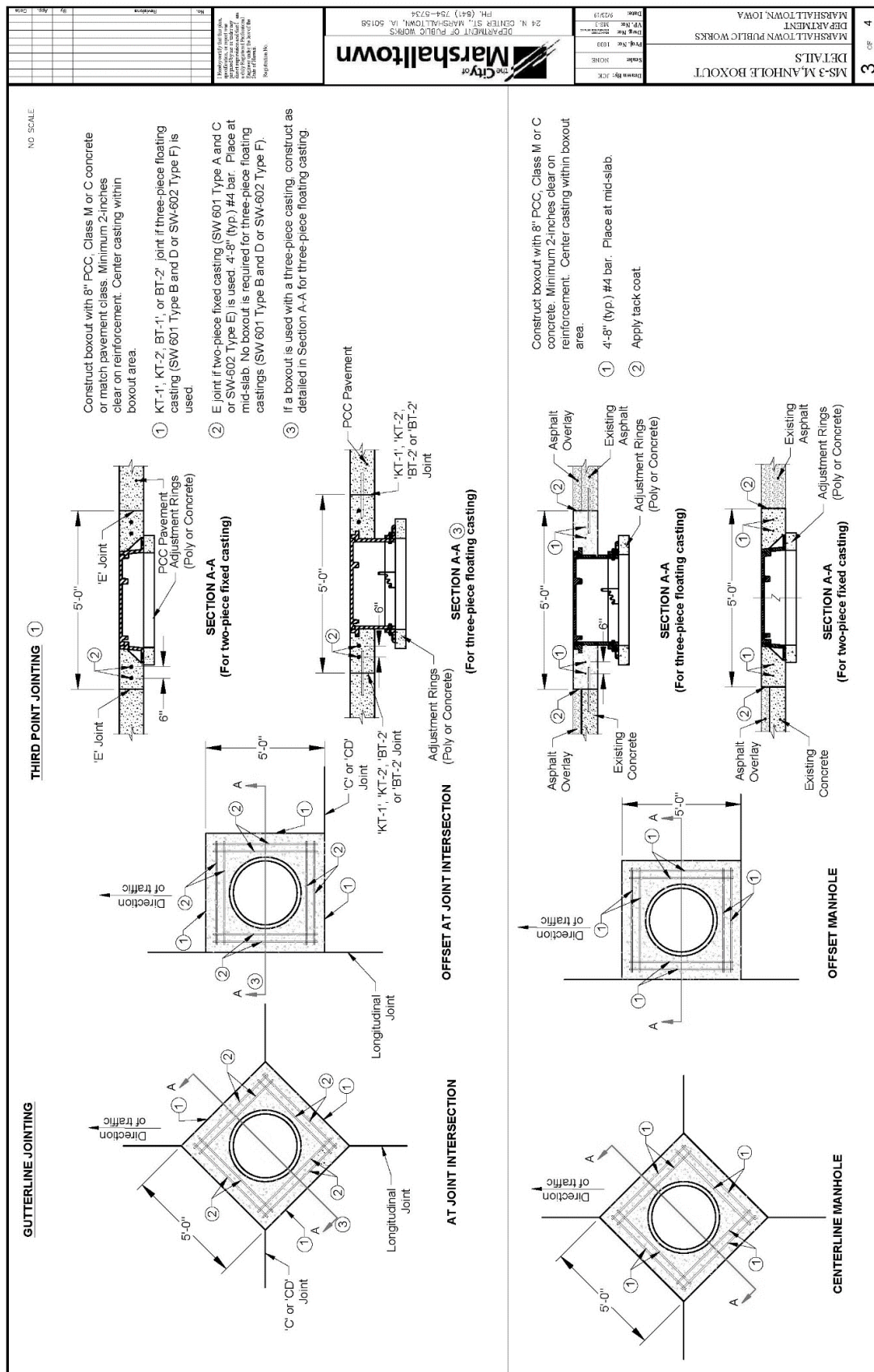
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

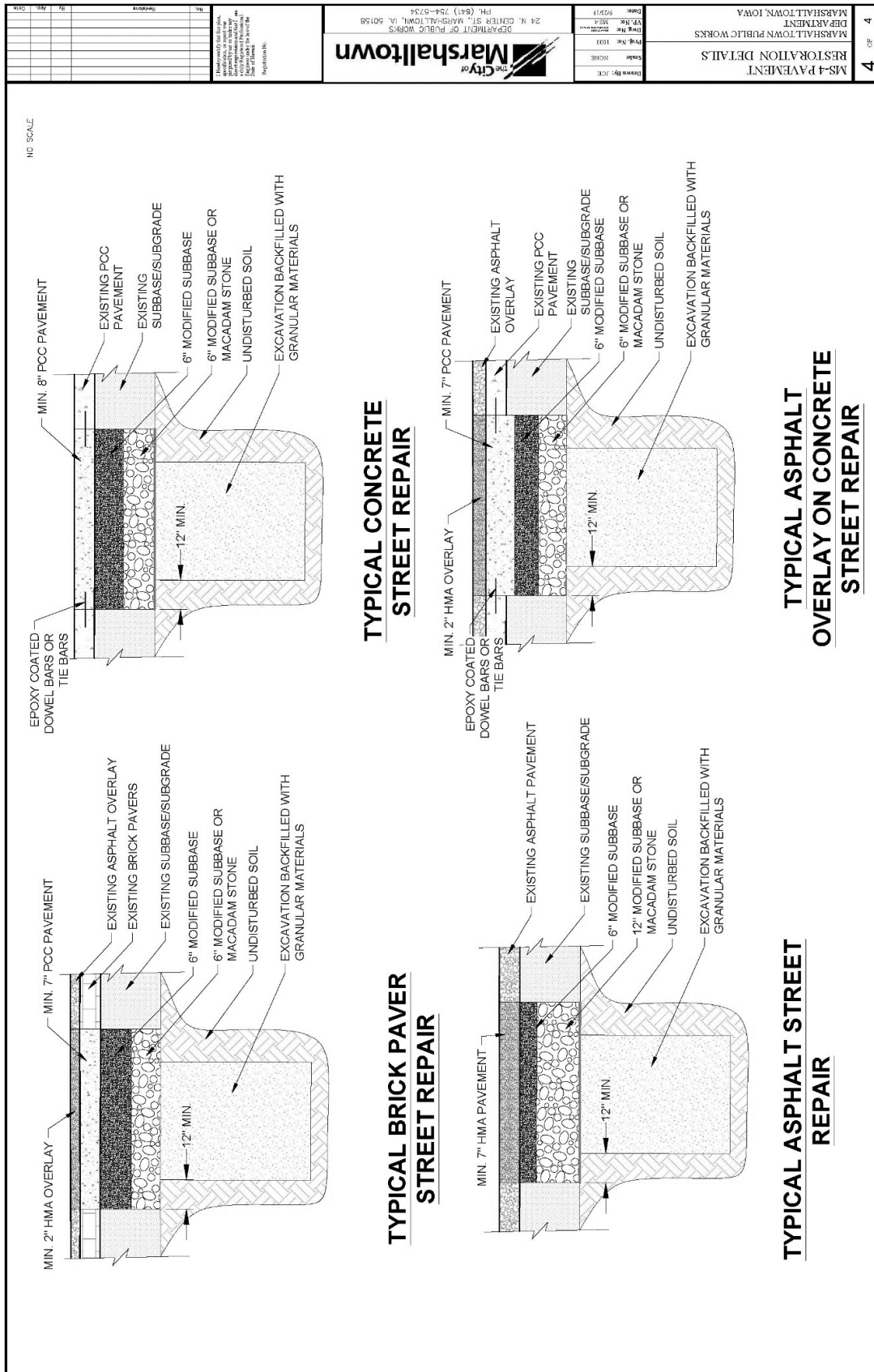
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

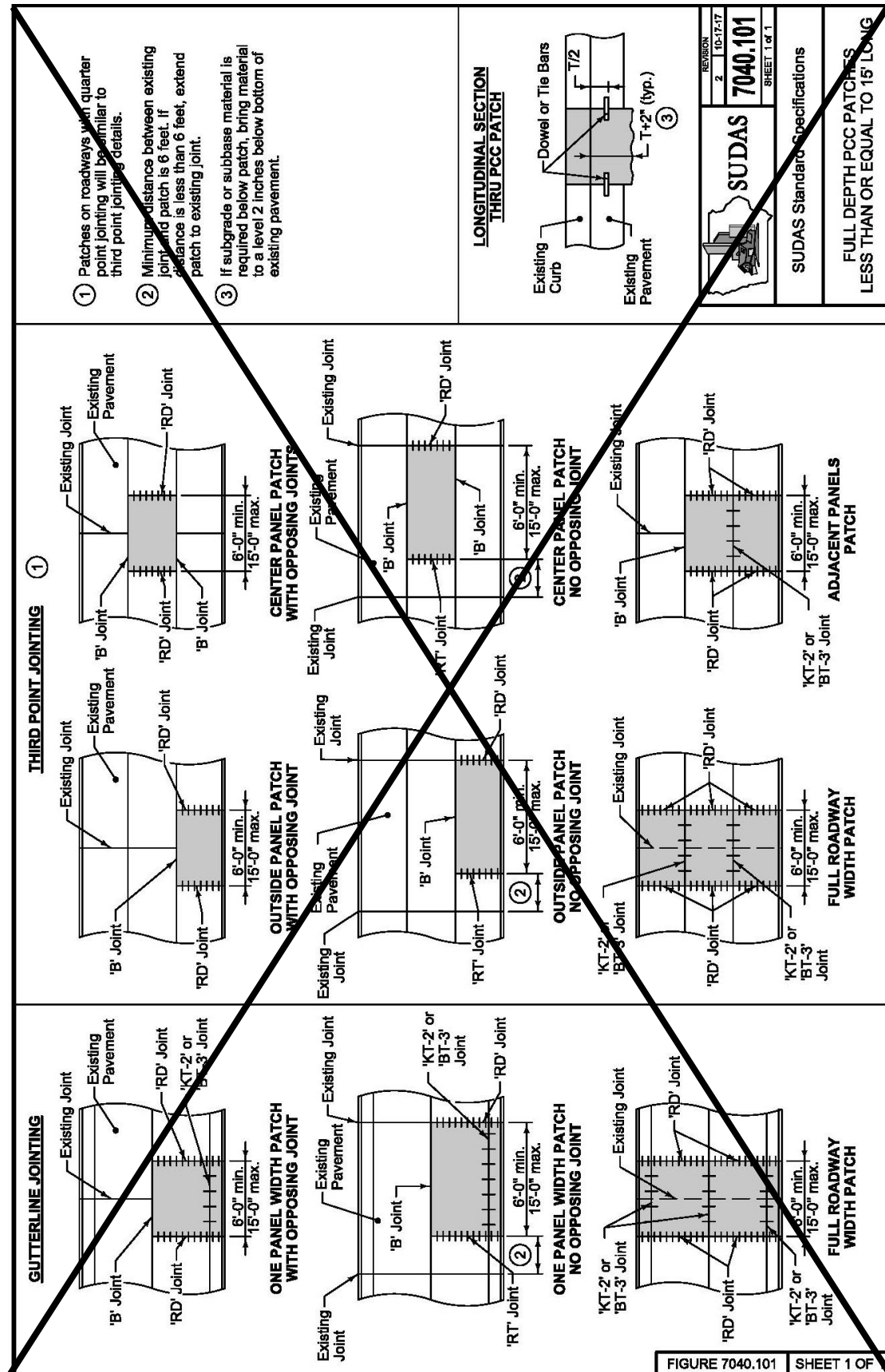
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long

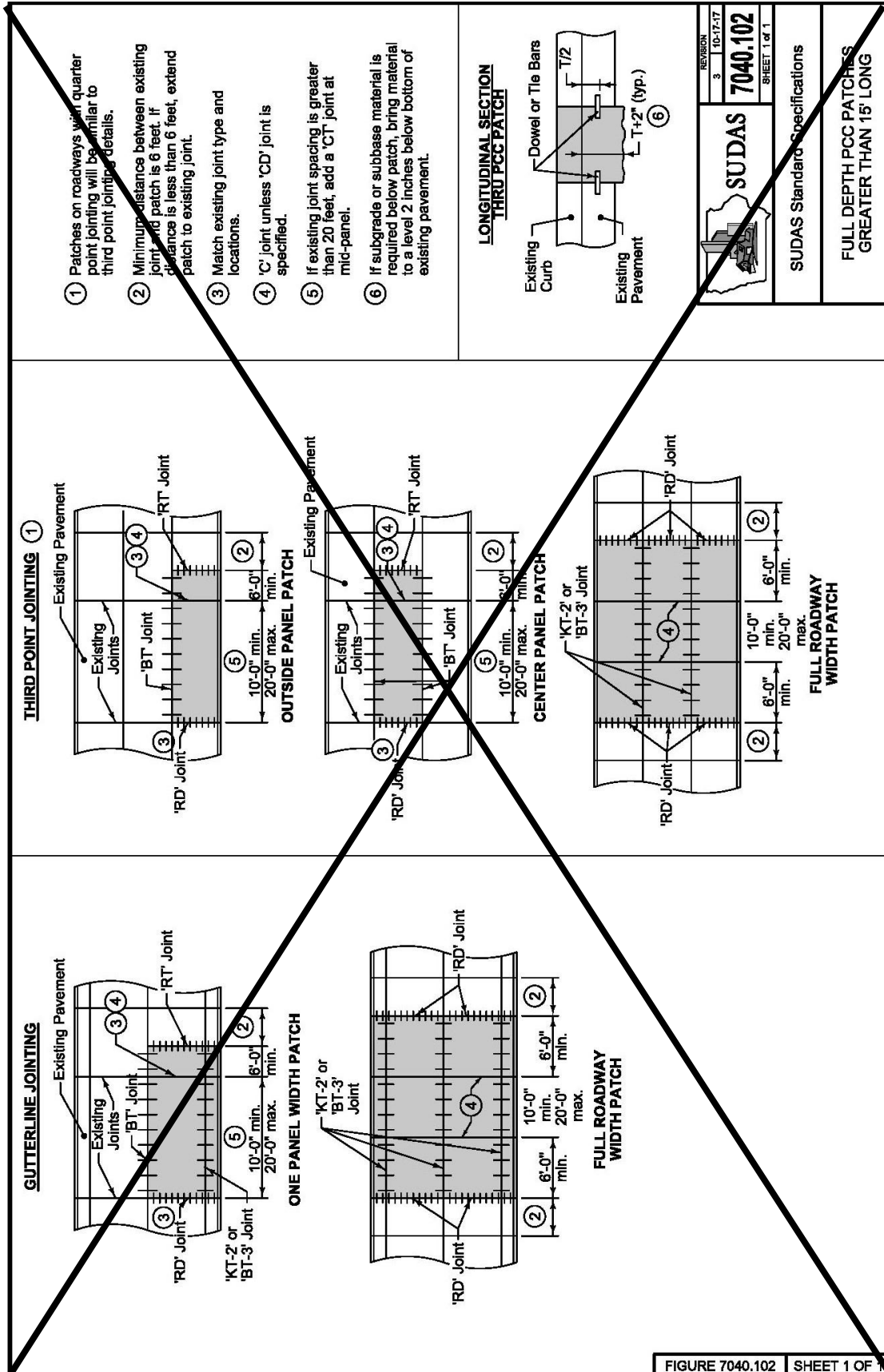












SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. (ADD) Bituminous Material Fog Seal: Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 3 - EXECUTION

3.01 EQUIPMENT

C. Brooms: A power-driven (DELETE) ~~rotary or~~ pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD), in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SUPPLEMENTAL DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.07 SPECIAL REQUIREMENTS

B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.06 SCHEDULING AND CONFLICTS

B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. Painted Pavement Markings:

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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SUPPLEMENTAL DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.

- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

- 1.04 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24” of elevation. Geogrid shall conform to the manufacturer’s requirements and be installed according to the manufacturer’s requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SUPPLEMENTAL DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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SUPPLEMENTAL DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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EAST MAIN STREET DRAINAGE IMPROVEMENTS
PROJECT NO. SMW20004
September 10, 2020
ENGINEER'S ESTIMATE OF PROBABLE COSTS

Base Bid - E. Main Street Drainage Improvements

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Topsoil, On-site	42	CuYd	\$20.00	\$840.00
2	Excavation, Class 13	159	CuYd	\$20.00	\$3,180.00
3	Subgrade Preparation	557	SqYd	\$5.00	\$2,785.00
4	Subbase, Modified (Type)	557	SqYd	\$12.00	\$6,684.00
5	Valve Box Adjustment, Minor	1	Each	\$150.00	\$150.00
6	Manhole Adjustment, Minor	1	Each	\$500.00	\$500.00
7	Pavement, PCC, 8" (Thickness)	280.8	SqYd	\$75.00	\$21,060.00
8	Pavement, PCC, 8" (Thickness) (Fillet)	93.2	SqYd	\$85.00	\$7,922.00
9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	34.2	SqYd	\$85.00	\$2,907.00
10	Curb and Gutter, 30" (Width), 8" (Thickness)	79	Ft	\$38.00	\$3,002.00
11	Removal of Sidewalk	100.8	SqYd	\$18.00	\$1,814.40
12	Removal of Curb	181	Ft	\$5.00	\$905.00
13	Sidewalk, PCC, 6" (Thickness)	101.9	SqYd	\$65.00	\$6,623.50
14	Detectable Warning	80	SqFt	\$50.00	\$4,000.00
15	Pavement Removal	396.1	SqYd	\$27.00	\$10,694.70
16	Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	250	SqYd	\$6.00	\$1,500.00
18	Warranty (Seeding, Fertilizing, and Mulching)	1	LS	\$1,500.00	\$1,500.00
19	SWPPP Preparation	1	LS	\$1,000.00	\$1,000.00
20	SWPPP Management	1	LS	\$500.00	\$500.00
21	Construction Survey	1	LS	\$1,250.00	\$1,250.00
22	Mobilization	1	LS	\$6,700.00	\$6,700.00
23	Concrete Washout	1	LS	\$250.00	\$250.00
Total Estimated Costs - Base Bid					\$90,767.60

Alternate Bid - Additional Curb & Gutter - E. Main St.

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Topsoil, On-site	34	CuYd	\$20.00	\$680.00
2	Excavation, Class 13	109	CuYd	\$20.00	\$2,180.00
3	Subgrade Preparation	387	SqYd	\$5.00	\$1,935.00
4	Subbase, Modified (Type)	387	SqYd	\$12.00	\$4,644.00
5	Pavement, PCC, 8" (Thickness)	192	SqYd	\$75.00	\$14,400.00
6	Curb and Gutter, 30" (Width), 8" (Thickness)	347	Ft	\$38.00	\$13,186.00
7	Removal of Sidewalk	2.2	SqYd	\$18.00	\$39.60
8	Removal of Driveway	26.1	SqYd	\$18.00	\$469.80
9	Removal of Curb	347	Ft	\$5.00	\$1,735.00
10	Sidewalk, PCC, 6" (Thickness)	2.2	SqYd	\$65.00	\$143.00
11	Pavement Removal	268.9	SqYd	\$27.00	\$7,260.30
12	Temporary Traffic Control	1	LS	\$1,500.00	\$1,500.00
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	202	SqYd	\$6.00	\$1,212.00
14	Warranty (Seeding, Fertilizing, and Mulching)	1	LS	\$1,200.00	\$1,200.00
15	Construction Survey	1	LS	\$850.00	\$850.00
16	Mobilization	1	LS	\$4,100.00	\$4,100.00
Total Estimated Costs - Alternate Bid					\$55,534.70
Total Estimated Costs - Base Bid + Alternate Bid					\$146,302.30

**EAST MAIN STREET DRAINAGE IMPROVEMENTS
PROJECT NUMBER SMW20004
MARSHALLTOWN, IOWA**

EAST MAIN STREET AND 7TH AVENUE INTERSECTION

EAST MAIN STREET AND 8TH AVENUE INTERSECTION

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 9/11/2020

My registration expires December 21st, 2020

Sheet covered by this seal : ALL

LICENSED PROFESSIONAL ENGINEER
JAY CHARLES KOCH
P25428
IOWA

EAST MAIN STREET AND 8TH AVENUE INTERSECTION

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

Registration No. P25428



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

Drawn By: JCK	Chk' By: JCK	Proj. No: SMW2	Dwg. No: MAIN-ST	Date: 9/11/20
			VP. No: SITE MAP	

LOCATION MAP

E. MAIN ST. DRAINAGE IMPROVEMENT IS
MARSHALLTOWN, IOWA

1 OF 10

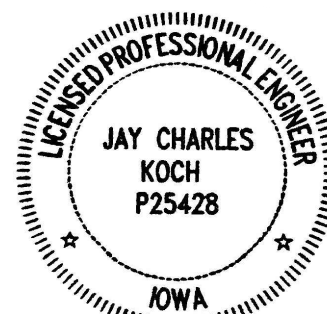
I hereby certify that this engineering document was prepared by me or under my personal supervision and that I am a duly Registered Professional Engineer under laws of the State of Iowa

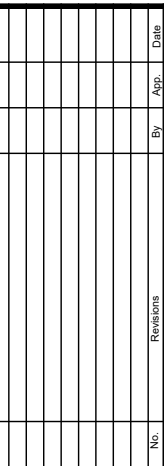
Name : Jay C. Koch, P.E. Iowa Reg. No. P25428

Signature Jay C. Koch Date 9/11/2020

My registration expires December 21st, 2020

Sheet covered by this seal : ALL





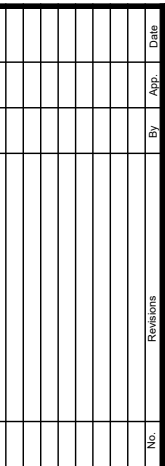
The City of
Marshalltown

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

Drawn By: JCK
Chk' By: JCK
Proj. No: SMW/20004
Dwg. No: MAIN-ST
VP. No: 7TH EX
Date: 9/11/20

EXISTING 7TH AVENUE & MAIN
STREET INTERSECTION

E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALLTOWN, IOWA



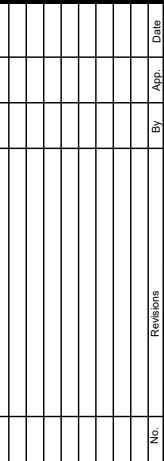
 the City of **Marshalltown**

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

Drawn By: JCK
Chk' By: JCK
Proj. No: SMW20004
Dwg. No: MAIN-ST
VP. No: 8TH EX
Date: 9/11/20

EXISTING 8TH AVENUE & MAIN
STREET INTERSECTION

E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALLTOWN, IOWA

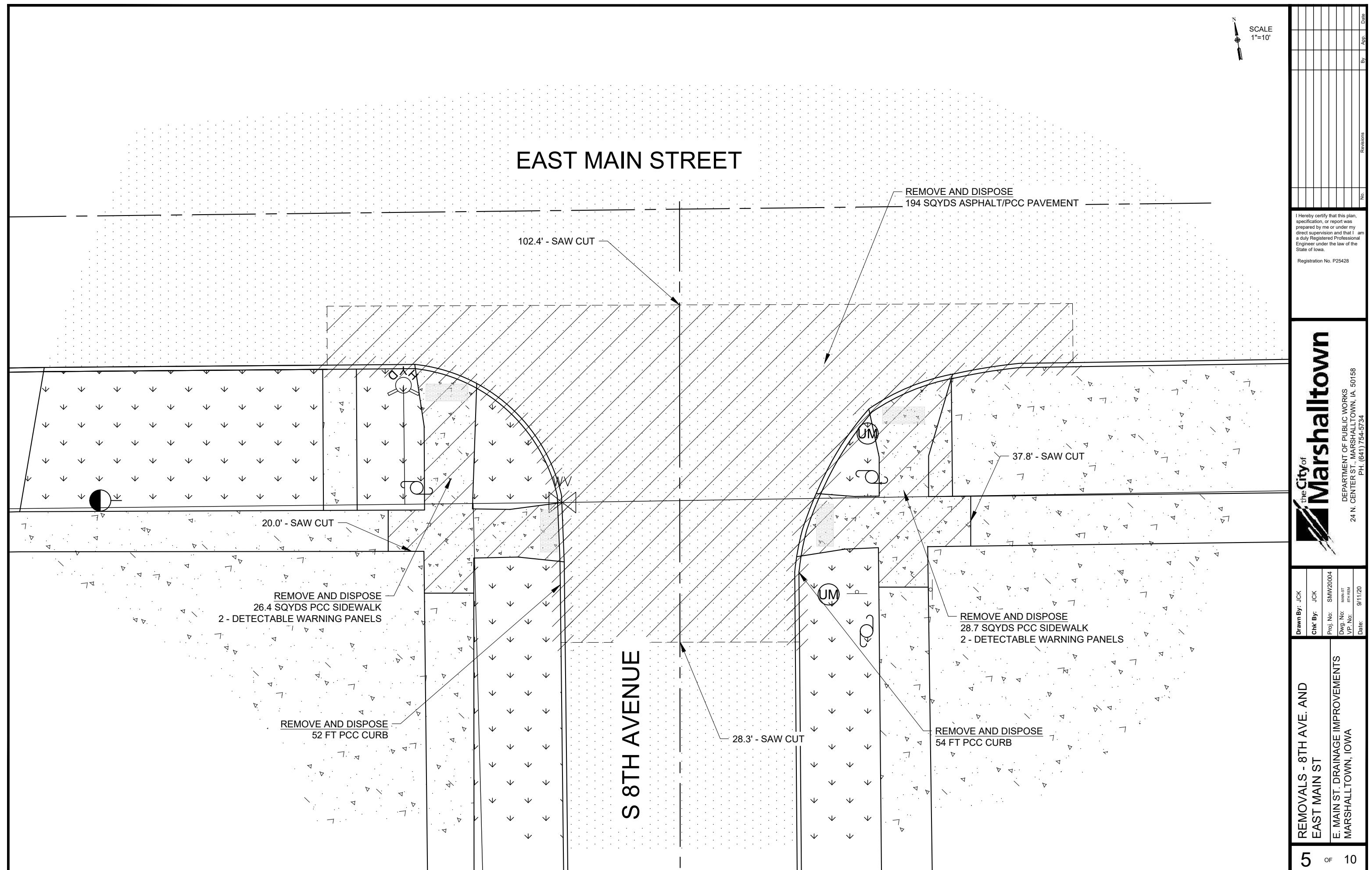


 the City of **Marshalltown**
DEPARTMENT OF PUBLIC WORKS
24 N. CENTER ST., MARSHALLTOWN, IA. 50158
PH. (641) 754-5734

Drawn By: JCK	
Chk' By: JCK	
Proj. No: SMW/20004	
Dwg. No:	MAIN-ST
VP. No:	7TH REM
Date:	9/11/20

REMOVALS - 7TH AVE. AND
EAST MAIN ST.

E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALL TOWN, IOWA

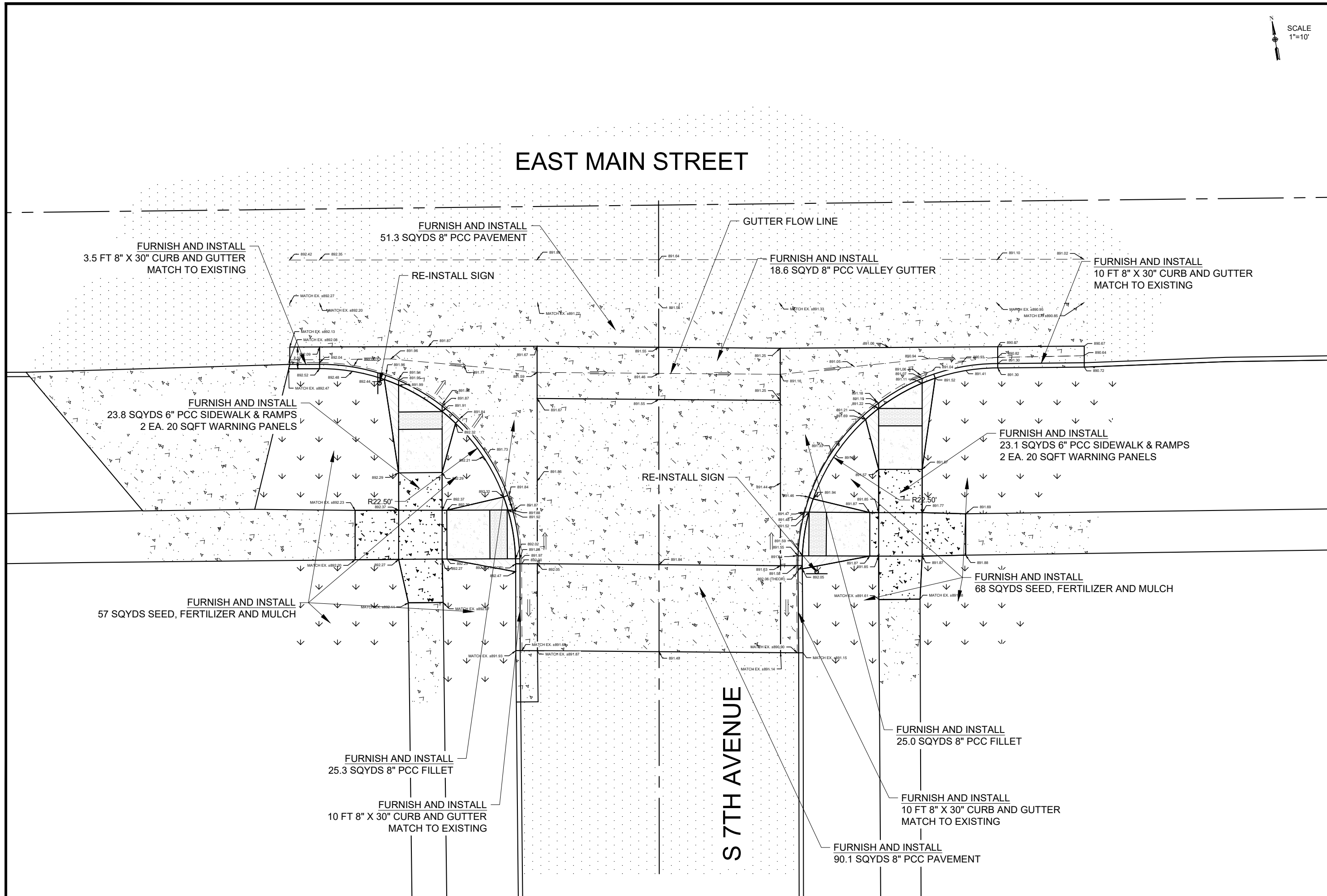


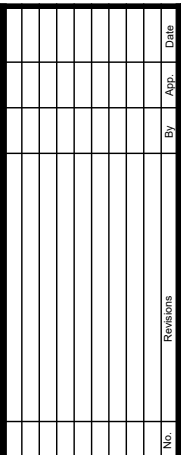


the City of
Marshalltown

Drawn By: JCK	Chk' By: JCK	Proj. No: SMW20004	Dwg. No: MAIN-ST	V/P. No: 7TH NEW	Date: 9/11/20
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E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALLTOWN, IOWA





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

CONSTRUCTION - 8TH AVE. AND
EAST MAIN ST.
E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALL TOWN, IOWA

7 OF 10

S 8TH AVENUE

FURNISH AND INSTALL
10 FT 8" X 30" CURB AND GUTTER
MATCH TO EXISTING



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

Registration No. P25428

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

ALTERNATE BID #1 - MAIN
STREET CURB REPLACEMENT

E. MAIN ST. DRAINAGE IMPROVEMENTS
MARSHALLTOWN, IOWA

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

EAST MAIN STREET DRAINAGE IMPROVEMENTS

PROJECT NO. SMW20004

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE EAST MAIN STREET DRAINAGE IMPROVEMENTS 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 12th day of October, 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. SMW20004, the EAST MAIN STREET DRAINAGE IMPROVEMENTS 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 13th day of October, 2020 for the construction of the EAST MAIN STREET DRAINAGE IMPROVEMENTS as described in the plans and specifications for Project No. SMW20004, 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 26th day of October, 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 EAST MAIN STREET DRAINAGE IMPROVEMENTS in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW20004 the EAST MAIN STREET DRAINAGE IMPROVEMENTS.

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 - E. Main Street Drainage Improvements			
Item No.	Bid Items	Bid Quantity	Unit
1	Topsoil, On-site	42	CuYd
2	Excavation, Class 13	159	CuYd
3	Subgrade Preparation	557	SqYd
4	Subbase, Modified (Type)	557	SqYd
5	Valve Box Adjustment, Minor	1	Each
6	Manhole Adjustment, Minor	1	Each
7	Pavement, PCC, 8" (Thickness)	280.8	SqYd

Base Bid - E. Main Street Drainage Improvements			
Item No.	Bid Items	Bid Quantity	Unit
8	Pavement, PCC, 8" (Thickness) (Fillet)	93.2	SqYd
9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	34.2	SqYd
10	Curb and Gutter, 30" (Width), 8" (Thickness)	79	Ft
11	Removal of Sidewalk	100.8	SqYd
12	Removal of Curb	181	Ft
13	Sidewalk, PCC, 6" (Thickness)	101.9	SqYd
14	Detectable Warning	80	SqFt
15	Pavement Removal	396.1	SqYd
16	Temporary Traffic Control	1	LS
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	250	SqYd
18	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
19	SWPPP Preparation	1	LS
20	SWPPP Management	1	LS
21	Construction Survey	1	LS
22	Mobilization	1	LS
23	Concrete Washout	1	LS

An Alternate Bid will be taken to provide curb and gutter along the entire south side of Main Street from 7th Avenue to 8th Avenue.

Alternate Bid - Additional Curb & Gutter - E. Main St.			
Item No.	Description	Quantity	Units
1	Topsoil, On-site	34	CuYd
2	Excavation, Class 13	109	CuYd
3	Subgrade Preparation	387	SqYd
4	Subbase, Modified (Type)	387	SqYd
5	Pavement, PCC, 8" (Thickness)	192	SqYd
6	Curb and Gutter, 30" (Width), 8" (Thickness)	347	Ft
7	Removal of Sidewalk	2.2	SqYd
8	Removal of Driveway	26.1	SqYd
9	Removal of Curb	347	Ft
10	Sidewalk, PCC, 6" (Thickness)	2.2	SqYd
11	Pavement Removal	268.9	SqYd
12	Temporary Traffic Control	1	LS
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	202	SqYd
14	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
15	Construction Survey	1	LS
16	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW20004 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 \$150 per paper set of plans, specifications and proposed 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 28th day of September, 2020.

Owner: City of Marshalltown

By: Alicia Hunter

Title: City Clerk

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PROJECT PRE-PLANNING WORKSHEET

DESCRIPTION	RESPONSIBLE	NOTES
PROJECT NAME	East Main Street Drainage Improvements	
PROJECT NUMBER	SMW20004	PROJECT TIMELINE:
ARCHITECT	In-House	First day to file plans with MBI plan room / Civil Plus Bid Notice 8/29/2020
ENGINEER	In-House	Receive Plans / Project Manual DEADLINE 9/23/2020
CITY STAFF NAME RESPONSIBLE FOR WORKING WITH ARCHITECT / ENGINEER TO GET DOCUMENTS	Jay C. Koch	RES TO ORDER CONSTRUCTION DUE IN WIP FILE 9/23/2020
RES ORDER CONSTRUCTION - DATE (REQUIRES PLANS AND MANUAL IN HAND, PDF FORMAT, BY CITY)	9/28/2020	First day to publish hearing notice for plans / specs with TR 9/5/2020
RES HRG PLANS SPECIFICATIONS	9/25/2020	RES PH FOR PLANS SPECS DUE IN WIP FILE 9/20/2020
PRECONSTRUCTION MEETING	None	Last day to file plans with MBI plan room / Civic Plus Bid Notice 9/30/2020
BIDS DUE : time	10/13/2020	Last day to publish hearing notice for plans / specs with TR 9/21/2020
RES AUTH AWARD / NEGOT CONTRACT (REQUIRES BID TAB IN HAND, PDF FORMAT, BY CITY)	10/26/2020	Preconstruction meeting None
ESTIMATED COMPLETION DATE	4/15/2021	Resolution to Approve Plans and Specifications 10/12/2020
RESOLUTION ORDERING CONSTRUCTION (no later than Friday am) - PDF FORMAT	9/23/2020	Bids Due 10/13/2020
ORDERING CONSTRUCTION (no later than Friday am) PDF FORMAT	9/23/2020	Bid Tab Due IN WIP FILE 10/21/2020
BID TAB BY (DEADLINE DATE)*no later than Friday am	10/21/2020 10/23/2020	RES AUTH AWARD / NEGOT CONTRACT DUE IN WIP FILE 10/21/2020
		Resolution to Award Contract and Authorize Mayor to Sign Documents 10/26/2020
		SALES TAX EXEMP CERT ISSUED AFTER SIGNED CONTRACT, BOND, INS, W-9 IS RECEIVED
		List of Subs provided to Clerk for Sales Tax Certificates
	NOT BEFORE NO LATER THAN	ESTIMATED COMPLETION DATE 4/15/2021
ROOM - NO MORE THAN 45 DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	8/29/2020 9/30/2020	REQUIRES PROJECT MANUAL AND PLANS PDF FORMAT
DAYS BEFORE /NO LESS THAN 13 DAYS BEFORE BIDS DUE - DATE RANGE:	8/29/2020 9/30/2020	RES CERTIFYING PROJECT COMPLETE DATE 5/15/2021

PROJECT PRE-PLANNING WORKSHEET

TR NPH PLANS /SPECS PUBLICATION DATE RANGE - 20/4

REQ 9/5/2020 9/21/2020 CLERK

FOR CONTRACTOR BEFORE ISSUE SALES TAX EXEMPTION

CERTIFICATE CLERK

LIST OF SUBCONTRACTORS/TIN/ TYPE OF WORK/ FOR

SALES TAX EXEMPTION CERTIFICATE ISSUE CLERK

LEGAL EXPENSE ACCOUNT

ACCOUNT NUMBER FOR PUBLICATION EXPENSE

**RESOLUTION ORDERING CONSTRUCTION OF THE SOUTH 12TH AVENUE
SIDEWALKS PROJECT TRL19002, 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 South 12th Avenue Sidewalks Project No. TRL19002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No TRL19002, and

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

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

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

Section 1. This Council does hereby order the construction of the South 12th Avenue Sidewalks Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. TRL19002, now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a South 12th Avenue Sidewalks 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 October 12th, 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 A.M., local time, on October 20, 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 P.M., local time, on October 26, 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 28th day of September, 2020, and signed this _____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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

September 24, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 12th Avenue Sidewalk, Project No. TRL19002.

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 12th Avenue Sidewalk Project.

Background: Construction includes the construction of sidewalk along South 12th Avenue, East Olive Street and South 17th Avenue. This project has been in the works for over a year and has been changed from a recreational trail system to a sidewalk due to active negotiations with landowners and council. The sidewalk will extend from East Anson Street along South 12th Avenue to the Fairgrounds property. It will extend along East Olive Street from South 12th Avenue to South 17th Avenue and along South 17th Avenue from East Olive Street to the North for approximately 500 feet..

Budget Impact: This project will be funded with 2018 GO Bond Fund 381.

Attachment: None

cc: Jessica Kinser, City Administrator

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



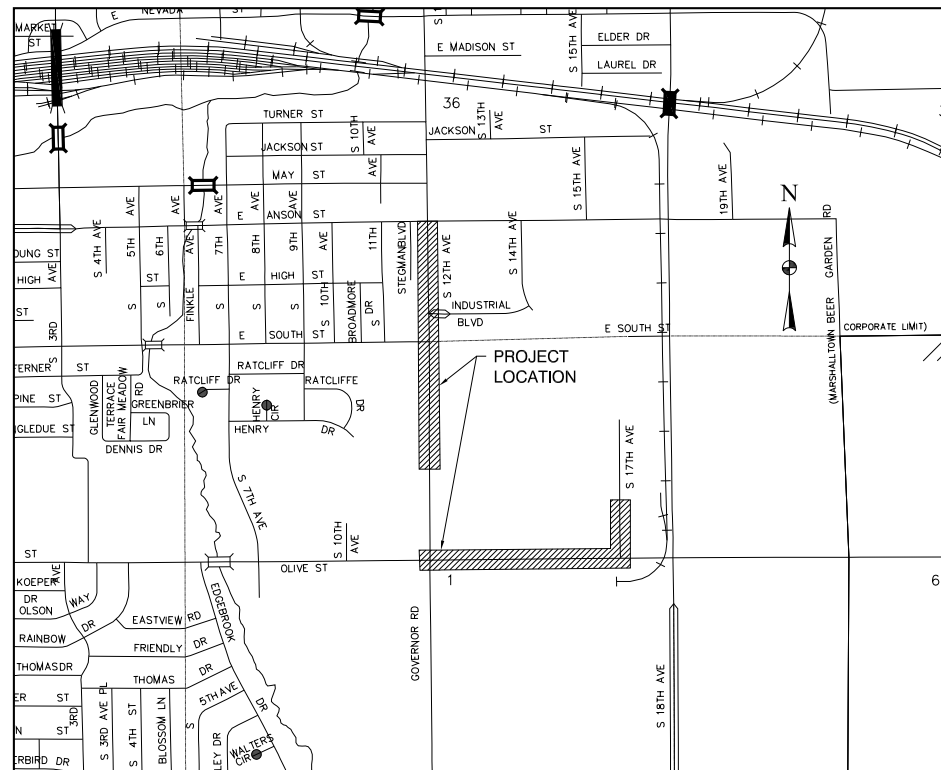
OPINION OF PROBABLE COST 12th Avenue Sidewalk 12th Ave, Olive St, & 17th Ave. Marshalltown, Iowa						
ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	EXTENSION	
1	MOBILIZATION	1	LS	\$52,057.00	\$52,057	
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$15,000.00	\$15,000	
3	EARTHWORK, CLASS 13	1,807	CY	\$15.00	\$27,105	
4	CLEARING AND GRUBBING	1	LS	\$4,000.00	\$4,000	
5	STUMP GRINDING	2	EA	\$1,500.00	\$3,000	
6	TREE REMOVAL	1	EA	\$1,500.00	\$1,500	
7	REMOVAL OF DRIVEWAY OR PAVEMENT	2,141	SY	\$15.00	\$32,115	
8	REMOVALS, AS PER PLAN	1	LS	\$10,000.00	\$10,000	
9	COMPACTION TESTING	1	LS	\$13,000.00	\$13,000	
10	SUBGRADE PREPARATION, 6"	4,680	SY	\$5.00	\$23,400	
11	SUBGRADE PREPARATION, 12"	301	SY	\$10.00	\$3,010	
12	GRANULAR SUBBASE, 4"	2,494	SY	\$8.00	\$19,952	
13	GRANULAR SUBBASE, 6"	2,186	SY	\$11.00	\$24,046	
14	MODIFIED SUBBASE, 12"	301	SY	\$15.00	\$4,515	
15	PCC SIDEWALK, CLASS C, 5"	2,382	SY	\$50.00	\$119,100	
16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	26	CY	\$500.00	\$13,000	
17	MODULAR BLOCK RETAINING WALL	85	SF	\$100.00	\$8,500	
18	PCC PAVEMENT, CLASS M, 8"	274	SY	\$70.00	\$19,180	
19	DRIVEWAYS, CLASS M, 6" PCC	557	SY	\$60.00	\$33,420	
20	DRIVEWAYS, CLASS M, 8" PCC	1,629	SY	\$70.00	\$114,030	
21	DRIVEWAYS, 12" GRANULAR SURFACING	211	SY	\$30.00	\$6,330	
22	CURB AND GUTTER, 2.5' PCC	88	LF	\$40.00	\$3,520	
23	DETECTABLE WARNINGS	80	SF	\$45.00	\$3,600	
24	PEDESTRIAN CROSSING, LED, SOLAR POWERED PUSH BUTTON	4	EA	\$15,000.00	\$60,000	
25	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	1	LS	\$4,000.00	\$4,000	
26	FENCE RELOCATION	1	LS	\$7,500.00	\$7,500	
27	MACADAM STONE	4	TON	\$50.00	\$200	
28	TRENCH DRAIN, 2' X 6'	1	EA	\$2,500.00	\$2,500	
29	WATTLES, INSTALLATION	1,450	LF	\$3.00	\$4,350	
30	WATTLES, REMOVAL OF DEVICE	1,450	LF	\$1.00	\$1,450	
31	SILT FENCE, INSTALLATION	190	LF	\$3.00	\$570	
32	SILT FENCE, REMOVAL OF SEDIMENT	190	LF	\$2.00	\$380	
33	SILT FENCE, REMOVAL OF DEVICE	190	LF	\$1.00	\$190	
34	INLET PROTECTION DEVICE, INSTALLATION	6	EA	\$50.00	\$300	
35	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	6	EA	\$30.00	\$180	
36	STABILIZED CONSTRUCTION ENTRANCE	3	EA	\$2,000.00	\$6,000	
37	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	1	LS	\$30,000.00	\$30,000	
Total Engineer's Opinion of Probable Construction Cost					\$671,000.00	
Contingencies (~10.3%)					\$69,000.00	
Engineer's Opinion of Total Cost					\$740,000.00	

NOTES: Utility relocations (guy wire, vault, pedestals) shall be completed by the respective utility companies.

GRADING AND PAVING

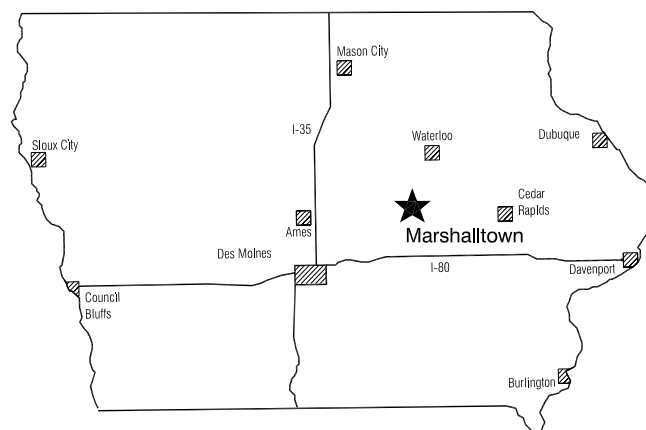
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	SYMBOLS, LEGEND AND GENERAL INFORMATION
A.03	OVERALL LAYOUT
B.01-B.11	TYPICAL SECTIONS & DETAILS
C.01-C.03	QUANTITIES & REFERENCE INFORMATION
D.01-D.18	SIDEWALK PLAN & PROFILE
R.01-R.02	STORM WATER POLLUTION PREVENTION PLAN
S.01-S.02	SIDEWALK COMPLIANCE
X.01-X.24	CROSS SECTIONS



VICINITY MAP

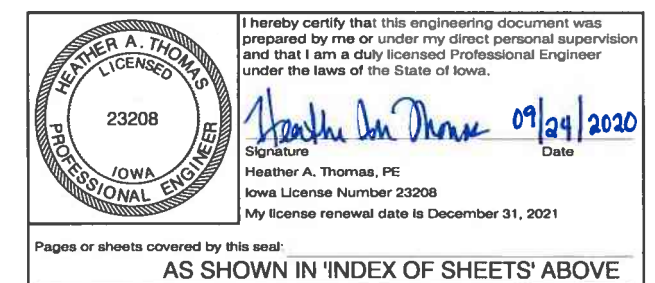
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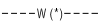
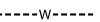
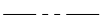
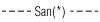
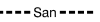
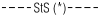
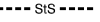
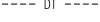
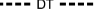
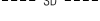
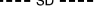
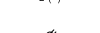
LOCATION MAP



Clapsaddle-Garber Associates, Inc
16 East Main Street, P.O. Box 754
Marshalltown, Iowa 50158
Phone 641-752-6701
www.cgaconsultants.com



LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED		EXISTING	PROPOSED	
		EVERGREEN TREE			WATERLINE			SECTION/R.O.W. LINE
		DECIDUOUS TREE			WATER VALVE			BOUNDARY LINE
		FRUIT TREE			FIRE HYDRANT			PROPERTY LINE
		SHRUBS (BUSHES)			WATER METER			EASEMENT LINE
		TREE LINE			CURB STOP			SETBACK LINE
		STUMP			YARD HYDRANT			R.O.W. RAIL OR LOT CORNER
		SWAMP			POST INDICATOR VALVE			CONCRETE MONUMENT
		CEMETERY			SANITARY SEWER LINE			GOVERNMENT CORNER MONUMENT
		GRAVE			STORM SEWER LINE			PARCEL OR LOT CORNER MONUMENT
		CAVE			DRAIN TILE			TEMP. CONSTRUCTION EASEMENT CORNER
		SINK HOLE			SUBDRAIN			SURVEY CONTROL POINT
		WELL			MANHOLE	UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA: (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER. (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS. (C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION. (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.		
		WINDMILL			CLEANOUT			
		CISTERN			INTAKE			
		SEPTIC TANK			BEEHIVE INTAKE			
		LP GAS TANK			ROOF DRAIN			
		UNDERGROUND STORAGE TANK			ROOF DRAIN (SURFACE)			
		SATELLITE DISH			ROOF DRAIN (UNDERGROUND)			
		SIGN (TYPE AS NOTED)			GAS LINE			
		FLAGPOLE			GAS VALVE			
		SOIL BORING			GAS METER			
		MONITORING WELL			OVERHEAD ELECTRICAL LINE			
		PARKING METER			BURIED ELECTRICAL LINE			
		MAILBOX			POWER POLE			
		POST			ELECTRICAL METER			
		BOLLARD			ELECTRICAL HIGHLINE TOWER			
		SPRINKLER HEAD			TRAFFIC SIGNAL			
		SPRINKLER HEAD VALVE			STREET LIGHT			
		GUARDRAIL (BEAM OR CABLE)			LUMINAIRE			
		FENCE			ELECTRICAL BOX/TRANSFORMER			
		TILE OUTLET			FIBER OPTICS LINE			
		DRAINAGE WAY			FIBER OPTICS BOX			
		EDGE OF WATER			FIBER PEDESTAL			
		SILT FENCE			TELEPHONE LINE			
		CONTOUR LINE			TELEPHONE POLE			
		SPOT ELEVATION			TELEPHONE PEDESTAL			
		BUILDING			TELEPHONE BOX			
					CABLE TELEVISION LINE			
					TELEVISION PEDESTAL			
					TELEVISION BOX			
					AIR CONDITIONER			

CONTROL POINTS:

NUMBER	NORTHING	EASTING	ELEV.
1000	3477813.38	5086050.98	909.53
1001	3474305.58	5086096.09	938.79

BENCHMARKS:

NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
12003	3476973.66	5086049.06	926.12	CAP BOLT ON HYDRANT EAST SIDE OF 12TH AVE.
10276	3474015.27	5086807.37	939.63	CAP BOLT ON HYDRANT NORTH SIDE OF OLIVE ST.
10469	3474037.63	5088049.94	937.92	CAP BOLT ON HYDRANT NW CORNER OF OLIVE ST. & S. 17TH AVE.

NOTES:

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

FIELD WORK COMPLETED:

03-28-2019

PLANS PREPARED BY:

PROJECT MANAGER: HEATHER THOMAS
CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

CONSTRUCTION STAKING

PROVIDED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

NOTE: CONSTRUCTION STAKING SHALL BE LIMITED TO THOSE ITEMS AS DESCRIBED BELOW:

- UP TO SIX CONTROL POINTS SET ON SITE IN A SINGLE TRIP
- ONE ROW OF HUBS @ 25' INTERVALS FOR SIDEWALK ALIGNMENT & PROFILE
- SIDEWALK STAKING AT INTERSECTION - LIMITED TO STAKING ONE LANDING AT EACH QUADRANT
- STAKING HUBS FOR THREE RETAINING WALLS

ANY DESIRED CONSTRUCTION STAKING REQUESTED IN EXCESS OF THAT DESCRIBED SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

Alliant Energy Laura Barr Matt Steddom Terry Shaffar Fred Leytham	319-286-1315 641-751-1176 641-754-5829 641-754-5826	locate_IPL@alliantenergy.com mattstedom@alliantenergy.com terryshaffar@alliantenergy.com fredleytham@alliantenergy.com
Century Link Tom Sturmer National Relo	720-578-8090	Thomas.sturmer@centurylink.com NationalRelo@centurylink.com
Hawkins Electrical Service Craig Hawkins	641-754-3788	c.hawkins@hawkinselectricalservice.com
Heart of Iowa Telecommunications Jay Duncan	641-486-2211	jduncan@heartofiowa.coop
Heart of Iowa Ventures, LLC Jay Duncan	641-486-2211	jduncan@heartofiowa.coop
City of Marshalltown, Electric Dave Daters	641-754-5761	ddaters@marshalltown-ia.gov
City of Marshalltown, Sewer Troy McGahuey	641-751-9608	tmcgahuey@marshalltown-ia.gov
Marshalltown Water Works Zach Maxfield	641-753-7913	zach@marshalltownwater.com
City of Marshalltown, Engineering Justin Nickel Jay Koch	641-754-5734 641-754-5734	jnickel@marshalltown-ia.gov jkoch@marshalltown-ia.gov
Mediacom, LLC Patrick Zeimet	845-867-0963	pzeimet@mediacomcc.net
Windstream Communications Locate Desk	800-289-1901	locate.desk@windstream.com



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



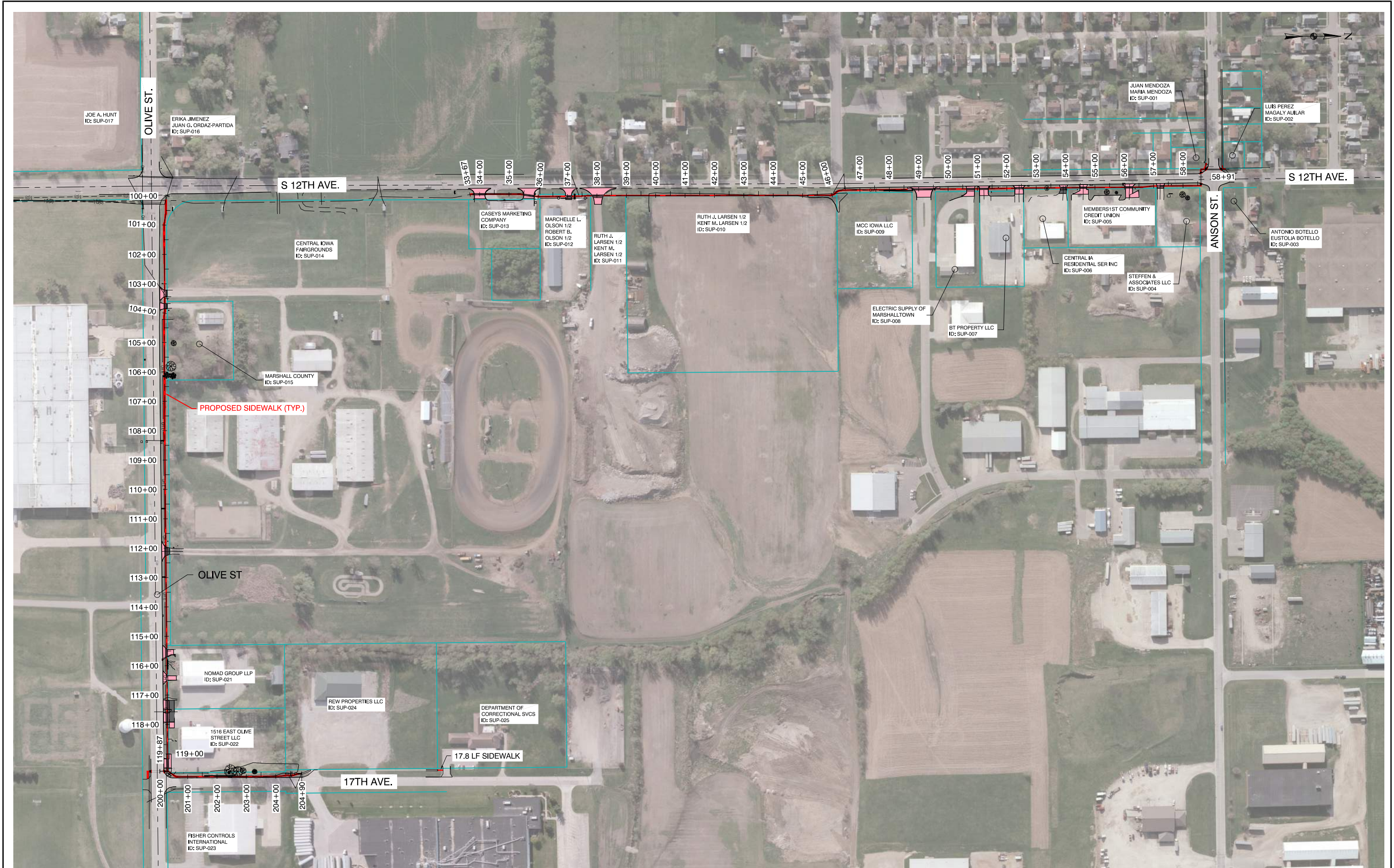
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: GTJ/LAW	DATE: 2019
DRAWN: GTJ/LAW	DATE: 2019
CHECKED: HAT	DATE: 2020
APPROVED: HAT	DATE: 08/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

SYMBOLS, LEGEND, AND
GENERAL INFORMATION

PROJECT NO. 1678
SHEET NO. A.02



GRAPHIC SCALE

0 150' 300' 450'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2019
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 08/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

OVERALL LAYOUT

PROJECT NO.
1678
SHEET NO.
A.03

J:\1678\1678-A-03-Sheets\1678-A-03-Sheets.dwg - A.03 - 09-22-20 - 323pm - HAT323

J:\1678\Imps\Sheets\1678-B-Sheets (Sections & Details).dmg - B.01 - 09-22-20 - 3x23mm - HAT23

TABULATION OF REMOVAL OF DRIVEWAY OR PAVEMENT			
	S 12th Ave	E Olive St	S 17th Ave
	(SY)	(SY)	(SY)
Sidewalks @ Intersection of E Anson St & S 12th Ave	23.2		
C&G @ Intersection of E Anson St & S 12th Ave	13.8		
Steffen & Associates, LLC Driveway	47.9		
Members 1st North Driveway	172.7		
Members 1st C&G	2.4		
Members 1st South Driveway	113.3		
CIRSI Driveway	44.9		
BT Property (UPS) North Driveway	99.6		
BT Property (UPS) South Driveway	114.1		
Electric Supply Driveway	113.3		
Industrial Blvd	235.1		
Larson Driveway	293.5		
Casey's Sidewalk & Two Driveways	409.1		
Nomad Group (Premier) West Driveway		104.2	
Nomad Group (Premier) C&G		1.7	
Nomad Group (Premier) Middle Driveway		101.0	
Nomad Group (Premier) East Driveway		51.3	
1516 East Olive Street LLC West Driveway		58.8	
1516 East Olive Street LLC East Driveway		134.2	
C&G @ Intersection of E Olive St & S 17th Ave		6.3	
TOTALS	1682.9	457.5	0.0
BID QUANTITY (ROUND UP)	1683	458	0

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
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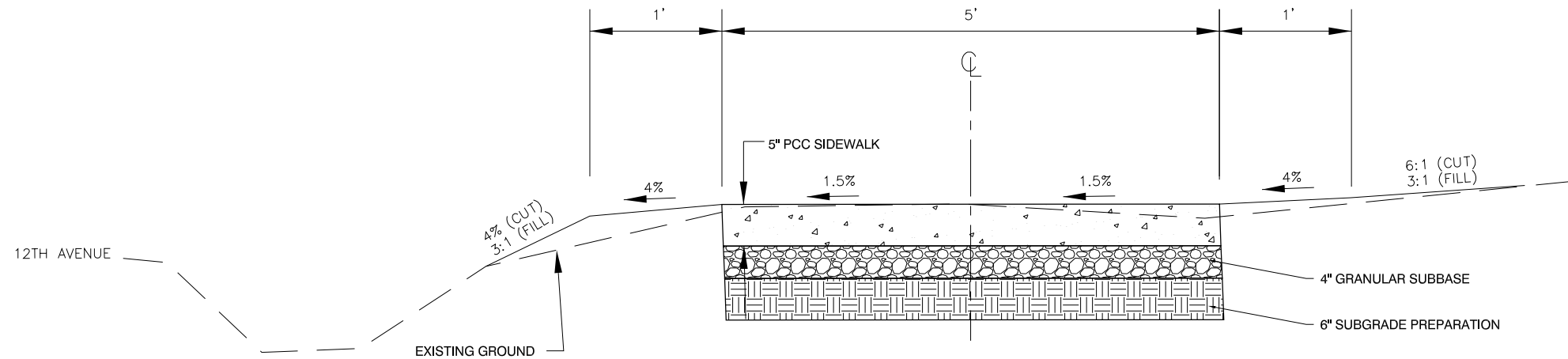
DESIGNED: <u>GTJ/LAW</u>	DATE: <u>2019</u>
DRAWN: <u>GTJ/LAW</u>	DATE: <u>2019</u>
CHECKED: <u>HAT</u>	DATE: <u>2020</u>
APPROVED: <u>HAT</u>	DATE: <u>09/18/2020</u>

12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

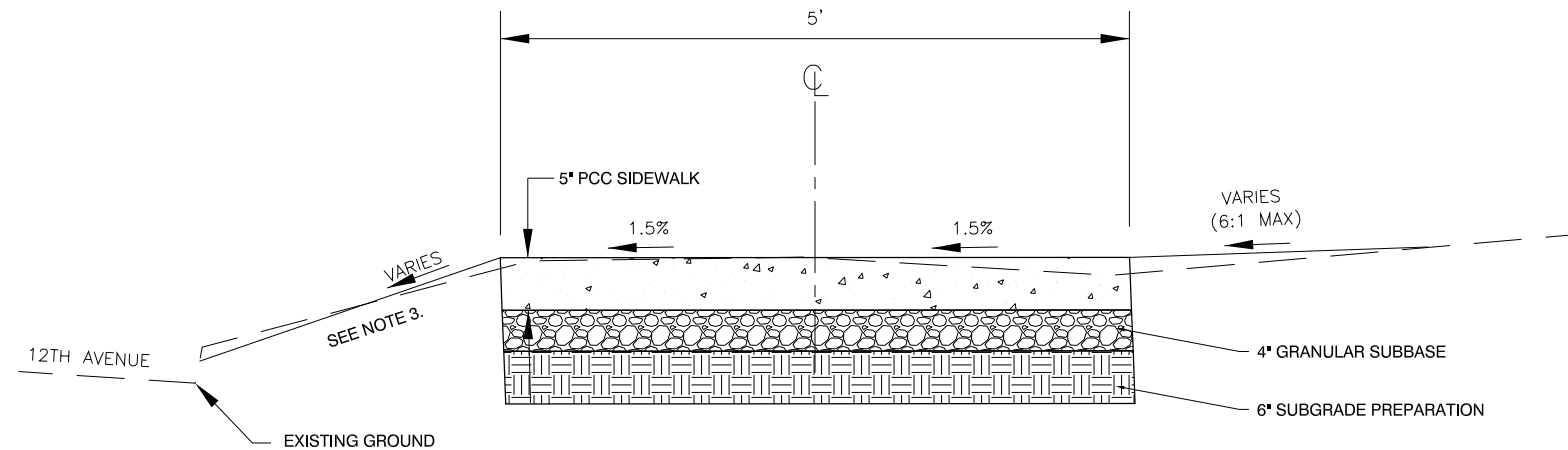
PROJECT NO. 1678
SHEET NO. B.01



- NOTES:
1. IN AREAS WHERE DITCH IS PRESENT ALONG EXISTING ROADWAY, THE CONTRACTOR SHALL INSTALL A 1' SHOULDER AT 4% AND TIE THE GRADING INTO THE DITCH AT A 3:1 MAX. REFER TO THE D AND X SHEETS FOR MORE DETAIL.
 2. 'C' JOINTS SHALL BE REQUIRED AT NO GREATER THAN 5' INTERVALS.

1 PCC SIDEWALK TYPICAL SECTION (12TH AVENUE)
NOT TO SCALE

STA. 33+67	TO STA. 33+84
STA. 34+50	TO STA. 35+25
STA. 36+00	TO STA. 36+90
STA. 38+50	TO STA. 46+75



- NOTES:
1. 'C' JOINTS SHALL BE REQUIRED AT NO GREATER THAN 5' INTERVALS.
 2. TIE-IN SLOPES VARY ALONG DRIVEWAYS AND ALONG BACK OF CURB, REFER TO THE B, D, AND X SHEETS FOR ADDITIONAL TIE-IN INFORMATION, MAXIMUM TIE-IN SLOPE ALONG DRIVEWAYS SHALL BE 10%.
 3. CONTRACTOR SHALL REGRADE AND SEED THE TERRACE AREA FROM EDGE OF SIDEWALK TO THE EDGE OF PAVEMENT OR BACK OF CURB OF 12TH AVENUE.

2 PCC SIDEWALK TYPICAL SECTION (12TH AVENUE)
NOT TO SCALE

STA. 33+84	TO STA. 34+50
STA. 35+25	TO STA. 36+00
STA. 36+90	TO STA. 38+50
STA. 46+75	TO STA. 58+44*

*STA. 47+81.43 TO 48+81.43 IS A COMBINED RETAINING WALL / SIDEWALK. PAVEMENT TO BE PAID IN RETAINING WALL BID ITEM. SEE B SHEET FOR MORE DETAILS.

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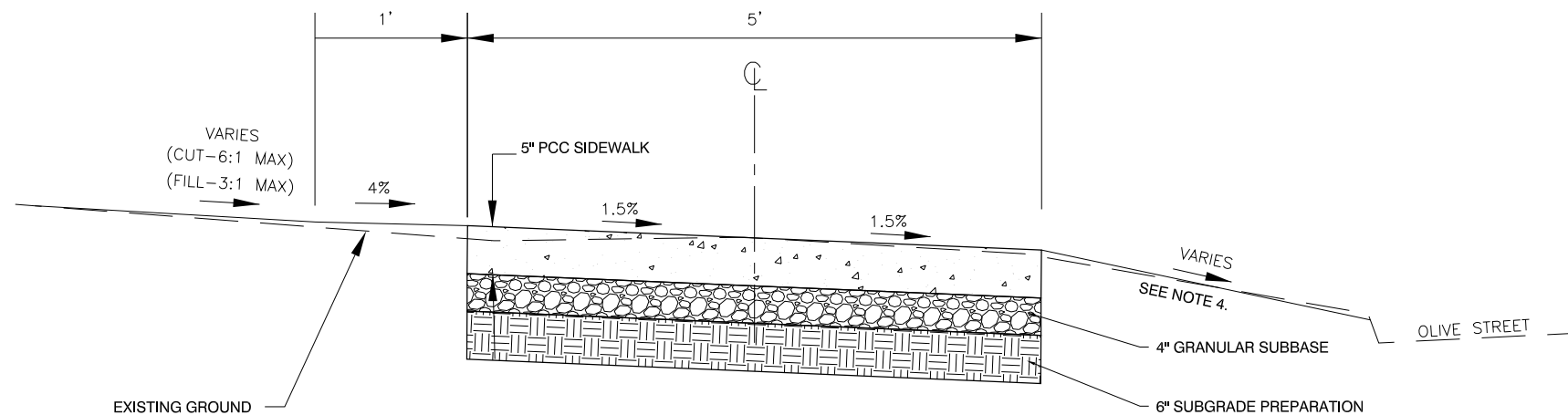
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DRAWN: GTJ/LAW DATE: 2019
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

PROJECT NO.	1678
SHEET NO.	B.02

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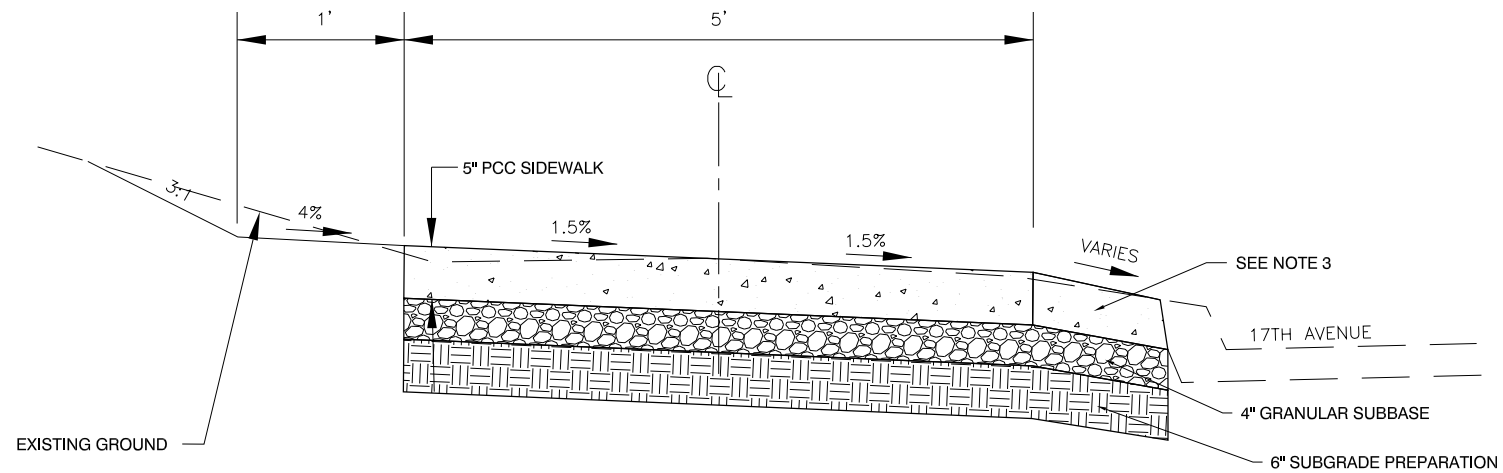


3 PCC SIDEWALK TYPICAL SECTION (OLIVE STREET)
NOT TO SCALE

STA. 100+13 TO STA. 119+59

NOTES:

1. REFER TO THE D AND X SHEETS FOR MORE DETAIL.
2. 'C' JOINTS SHALL BE REQUIRED AT NO GREATER THAN 5' INTERVALS.
3. THE MAXIMUM TIE IN SLOPE FOR DRIVEWAYS SHALL BE 10%.
4. CONTRACTOR SHALL REGRADE AND SEED THE TERRACE AREA FROM EDGE OF SIDEWALK TO THE EDGE OF PAVEMENT OR BACK OF CURB OF OLIVE STREET.



4 PCC SIDEWALK TYPICAL SECTION (17TH AVENUE)
NOT TO SCALE

STA. 200+28 TO STA. 204+86*

* STA. 201+57.76 TO 202+57.76 IS A COMBINED RETAINING WALL / SIDEWALK. PAVEMENT TO BE PAID IN RETAINING WALL BID ITEM. SEE B SHEET FOR MORE DETAILS.

AN ADDITIONAL 17.8 LF OF 4' SIDEWALK IS LOCATED AT SUP-025 (DCS PROPERTY), SEE SHEET D.18 FOR TRANSVERSE SLOPE.

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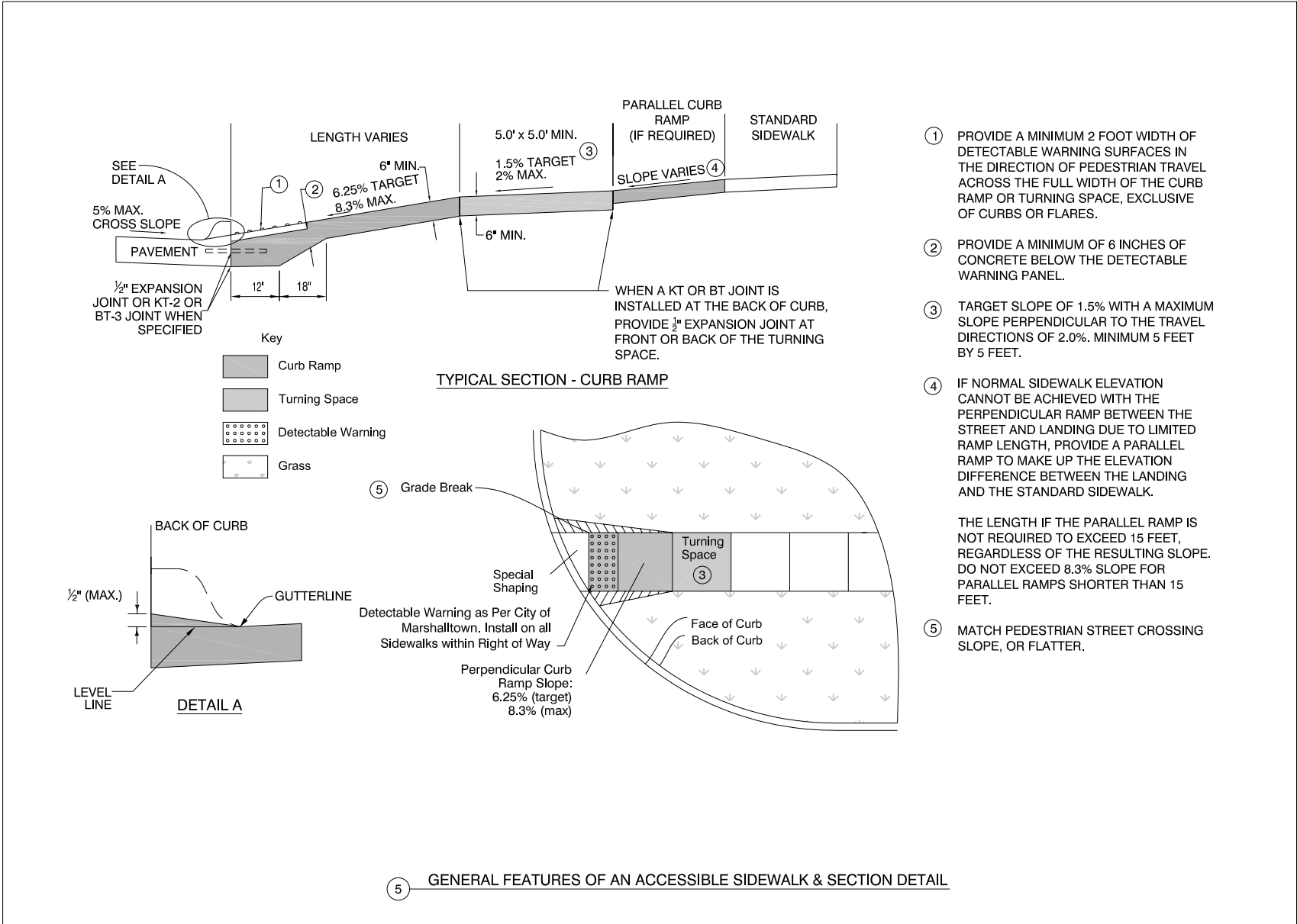
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

PROJECT NO.
1678
SHEET NO.
B.03

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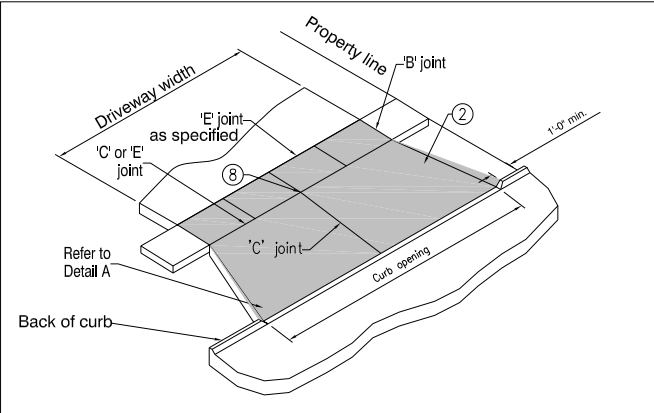


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APPROVED: HAT DATE: 09/18/2020

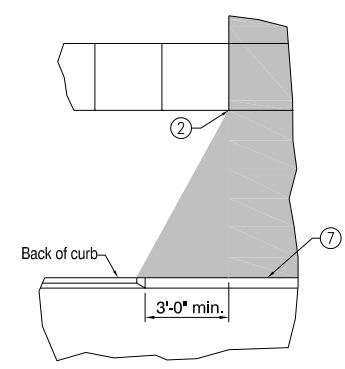
12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

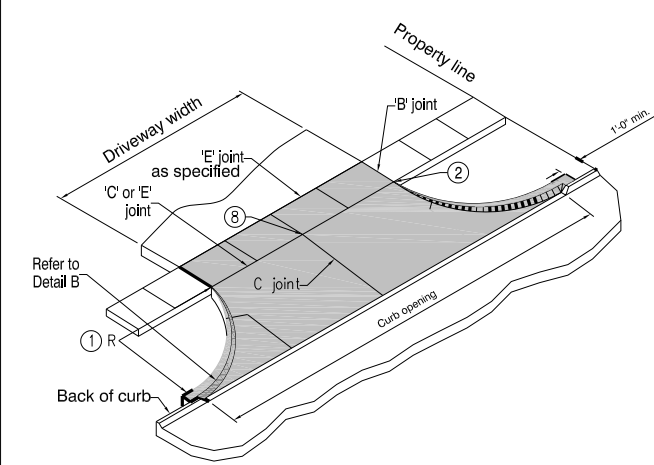
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SHEET NO.
B.04



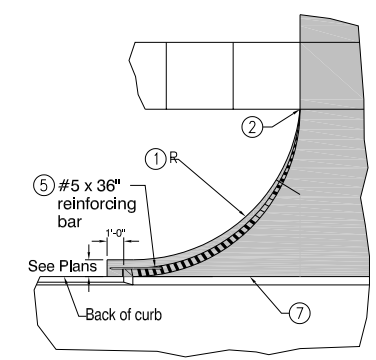
TYPE A WITH FLARES



DETAIL A

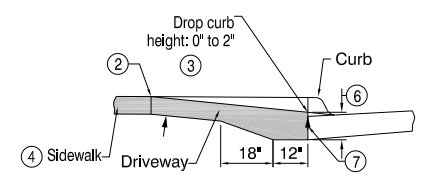


TYPE A WITH RADII



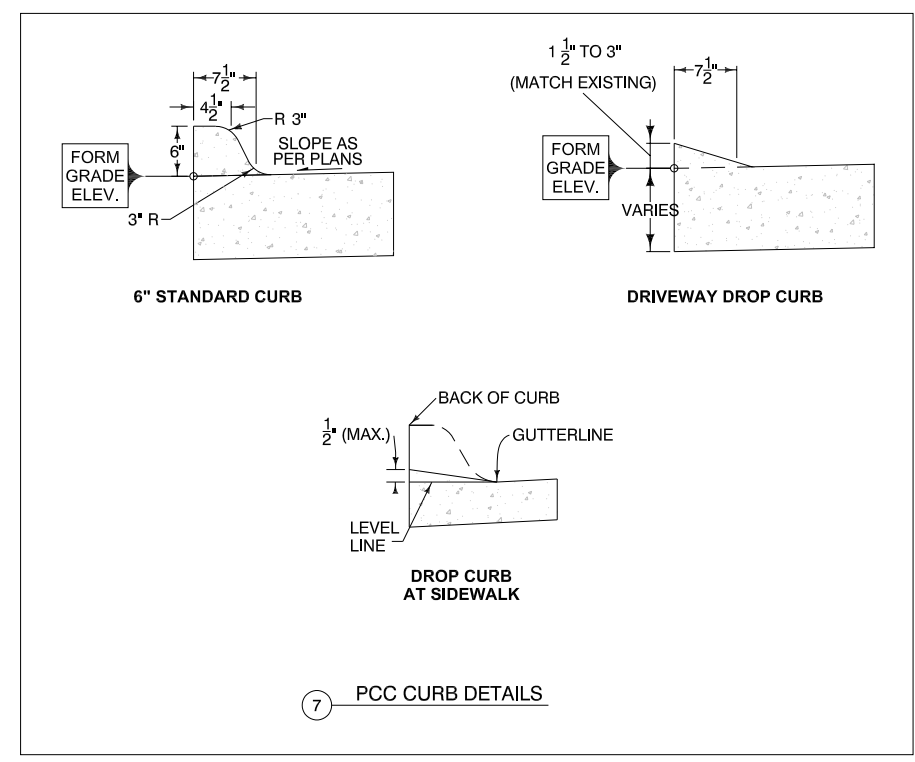
DETAIL B

- ① Driveway radius (R). As specified in the driveway details.
- ② Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
- ③ Pavement thickness. As specified in the driveway details.
- ④ Sidewalk thickness through driveway to match thickness of driveway.
- ⑤ Center reinforcing bar vertically in the pavement.
- ⑥ Match thickness of adjacent roadway, 8 inches minimum.
- ⑦ Provide 'E' joint at back of curb unless 'B' joint is specified.
- ⑧ For alleys, invert the pavement crown 2% toward center of alley.

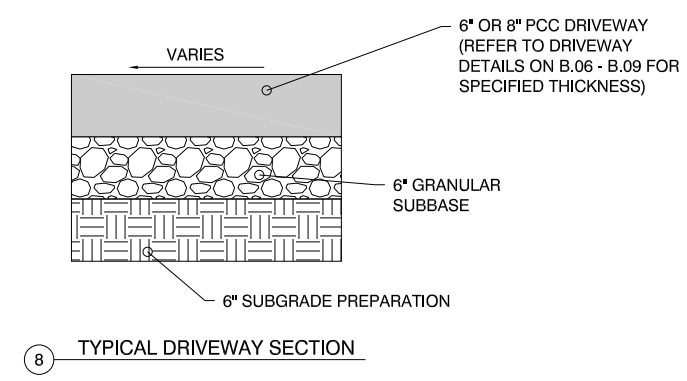


TYPICAL SECTION

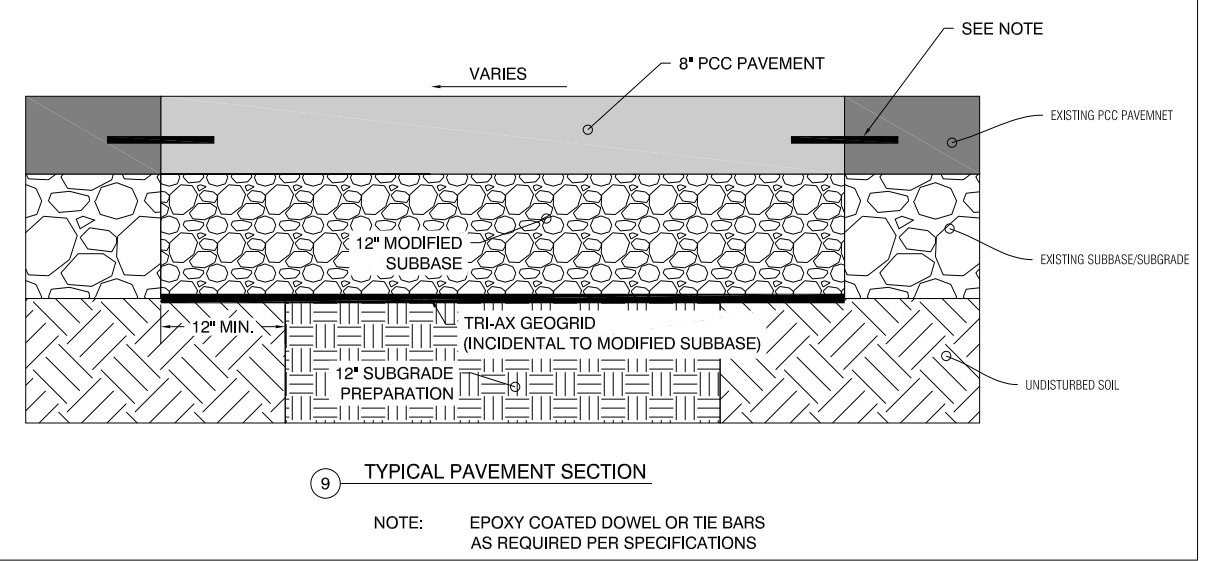
⑥ CONCRETE DRIVEWAY, TYPE A



⑦ PCC CURB DETAILS



⑧ TYPICAL DRIVEWAY SECTION



⑨ TYPICAL PAVEMENT SECTION

NOTE: EPOXY COATED DOWEL OR TIE BARS AS REQUIRED PER SPECIFICATIONS

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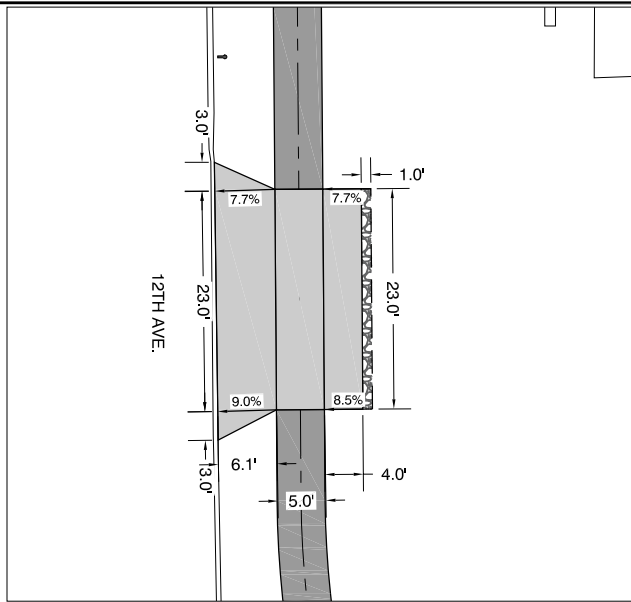
CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
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DESIGNED: GTJ/LAW DATE: 2019
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

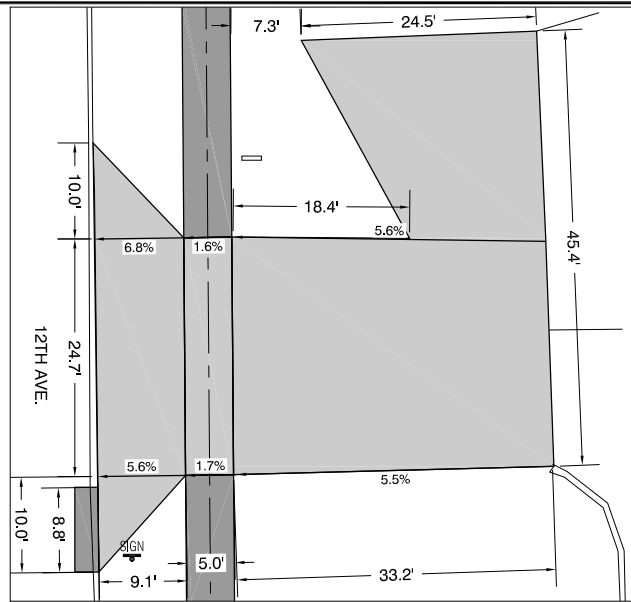
PROJECT NO. 1678
SHEET NO. B.05



10 STEFFEN & ASSOC. DRIVEWAY DETAIL (SUP-004)

NOTES:

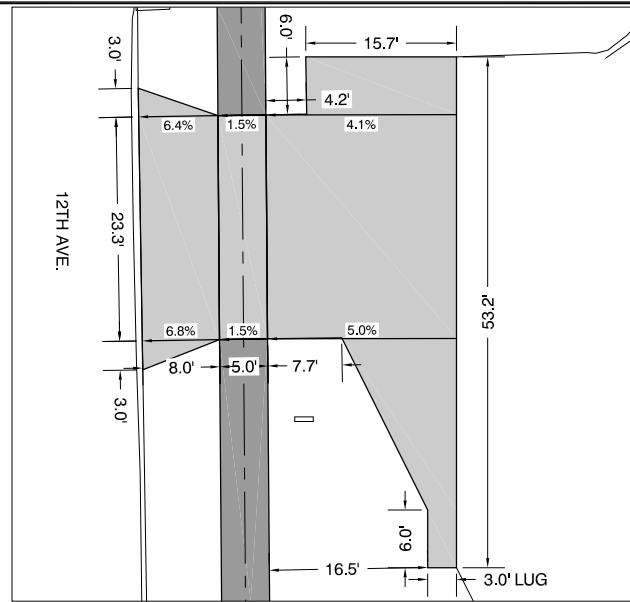
1. 41 SY 8" PCC DRIVEWAY
2. 2 TONS GRANULAR DRIVEWAY (2 SY)
3. MATCH EXISTING DRIVEWAY CURB DROP
4. NO EASEMENT WAS OBTAINED. LIMIT WORK TO WITHIN ROAD RIGHT-OF-WAY



11 MEMBERS 1ST NORTH DRIVEWAY DETAIL (SUP-005)

NOTES:

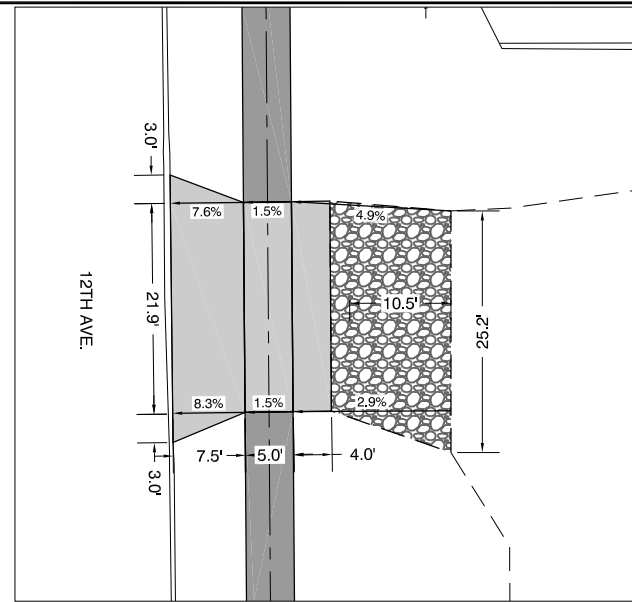
1. 184 SY 6" PCC DRIVEWAY
2. MATCH EXISTING DRIVEWAY CURB DROP ON NORTH AND GRIND CURB AS NEEDED ON SOUTH
3. REPLACE 8.8 LF CURB & GUTTER, 2.5 FT
4. ONLY ONE MEMBERS 1ST DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



12 MEMBERS 1ST SOUTH DRIVEWAY DETAIL (SUP-005)

NOTES:

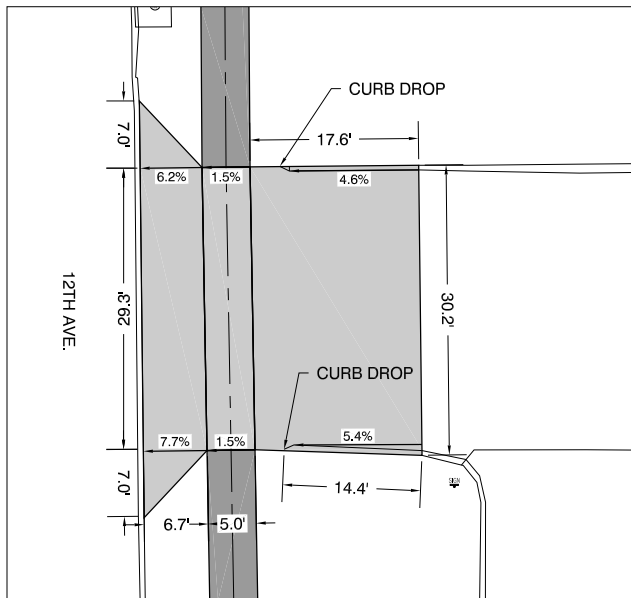
1. 115 SY 6" PCC DRIVEWAY
2. MATCH EXISTING DRIVEWAY CURB DROP
3. ONLY ONE MEMBERS 1ST DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



13 CENTRAL IA RESIDENTIAL DRIVEWAY DETAIL (SUP-006)

NOTES:

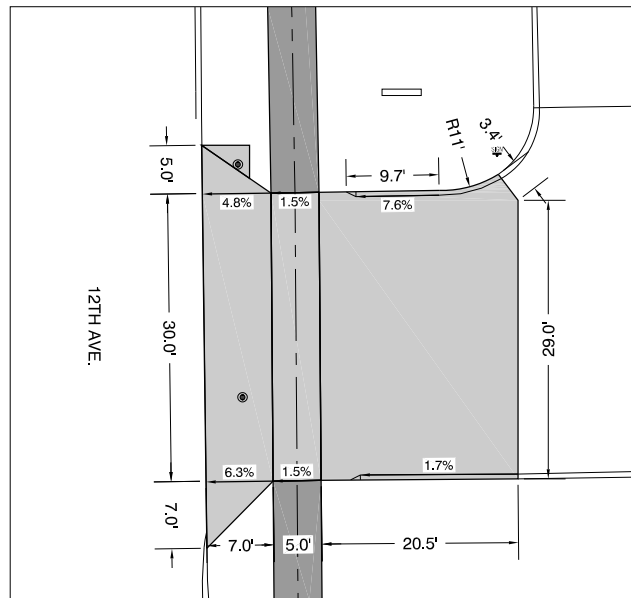
1. 43 SY 6" PCC DRIVEWAY
2. 21 TONS GRANULAR DRIVEWAY (33 SY)
3. MATCH EXISTING DRIVEWAY CURB DROP



14 BT PROPERTY LLC (UPS) NORTH DRIVEWAY DETAIL (SUP-007)

NOTES:

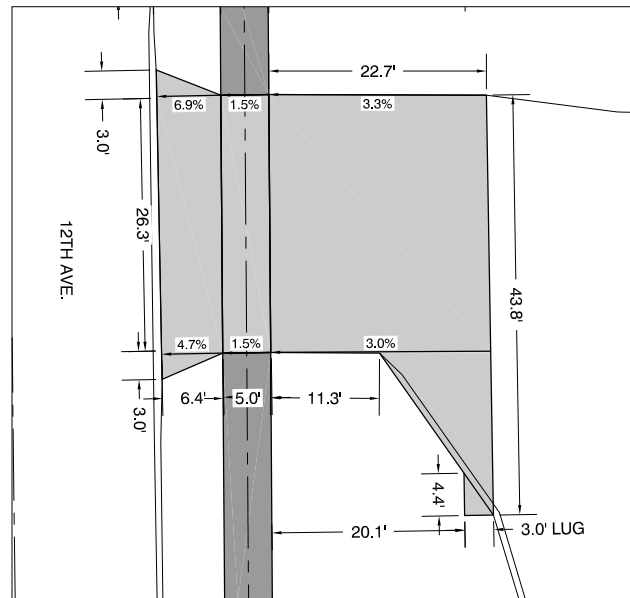
1. 101 SY 8" PCC DRIVEWAY
2. MATCH EXISTING CURB DROPS
3. INSTALL 1' CURB DROP AT SIDEWALK
4. ONLY ONE UPS DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



15 BT PROPERTY LLC (UPS) SOUTH DRIVEWAY DETAIL (SUP-007)

NOTES:

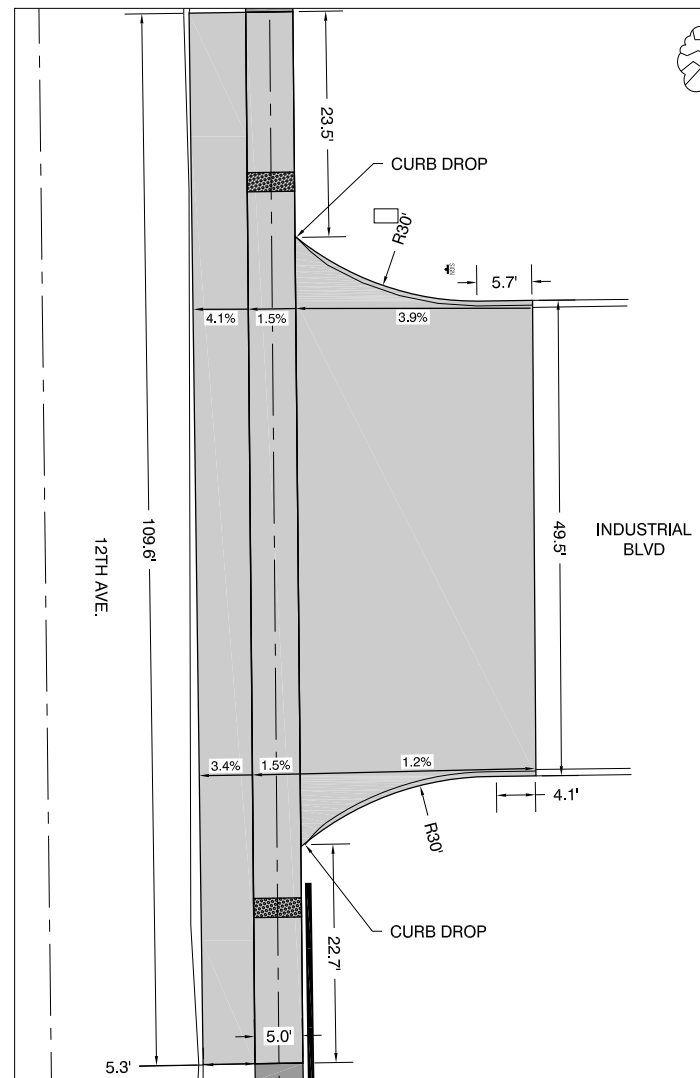
1. 115 SY 8" PCC DRIVEWAY
2. MATCH EXISTING DRIVEWAY CURB DROP
3. INSTALL 1 SY OF 8" PCC AROUND MONITORING WELL NORTH OF NORTH DRIVEWAY FLARE
4. ONLY ONE UPS DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



16 ELECTRIC SUPPLY OF MARSHALLTOWN DRIVEWAY DETAIL (SUP-008)

NOTES:

1. 116 SY 8" PCC DRIVEWAY
2. MATCH EXISTING DRIVEWAY CURB DROPS
3. CURB SHALL BE TIED INTO EXISTING CURB LINE, STACKED ON TOP OF 3.0' LUG



17 INDUSTRIAL BLVD ENTRANCE DETAIL

NOTES:

1. 274 SY 8" PCC PAVEMENT
2. MATCH EXISTING STREET CURB DROP
3. INSTALL 1' CURB DROP AT SIDEWALK



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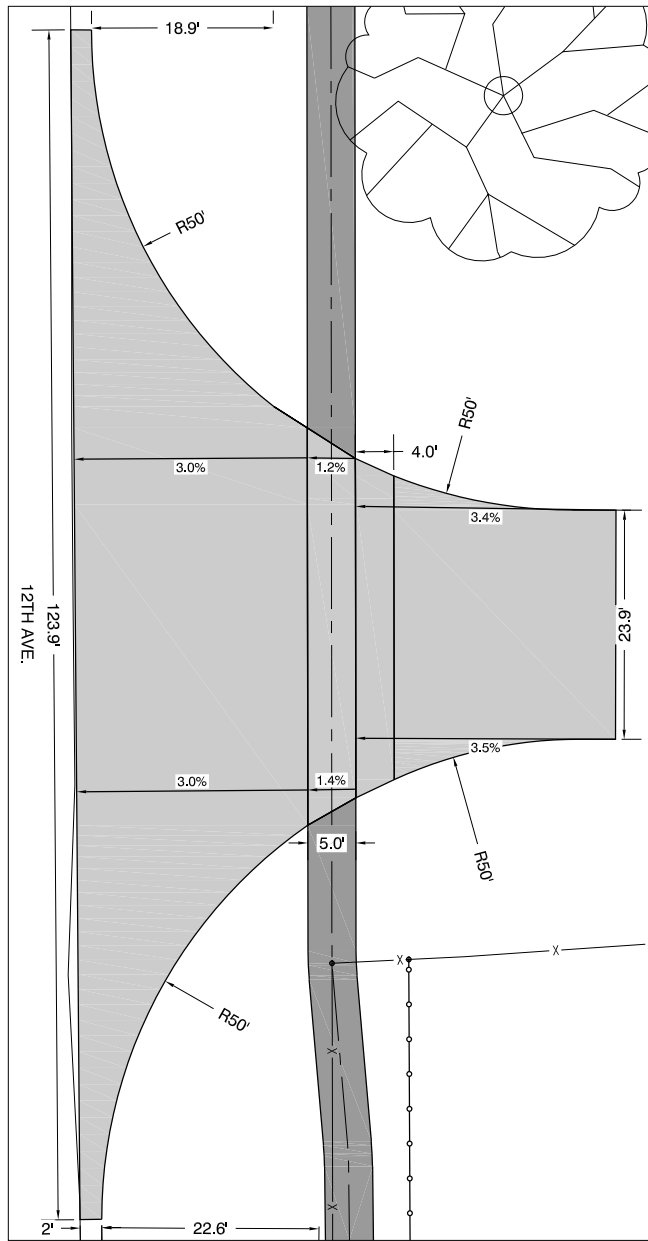


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12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

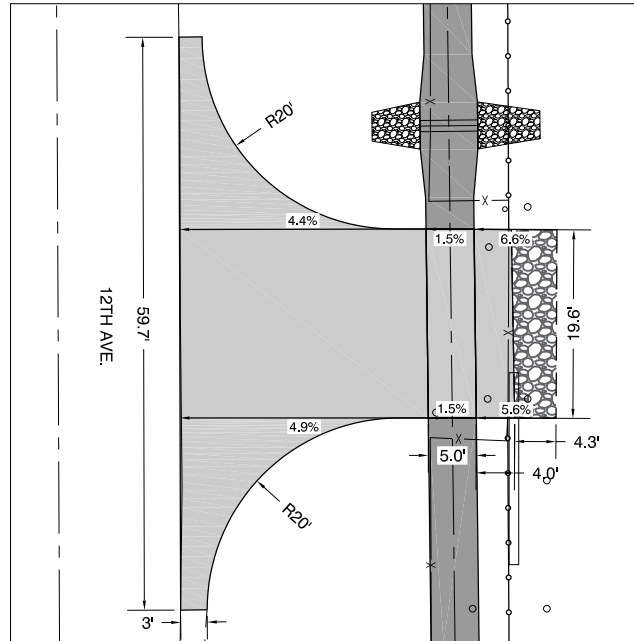
PROJECT NO.
1678
SHEET NO.
B.06



18 KENT & RUTH LARSEN DRIVEWAY DETAIL (SUP-011)

NOTES:

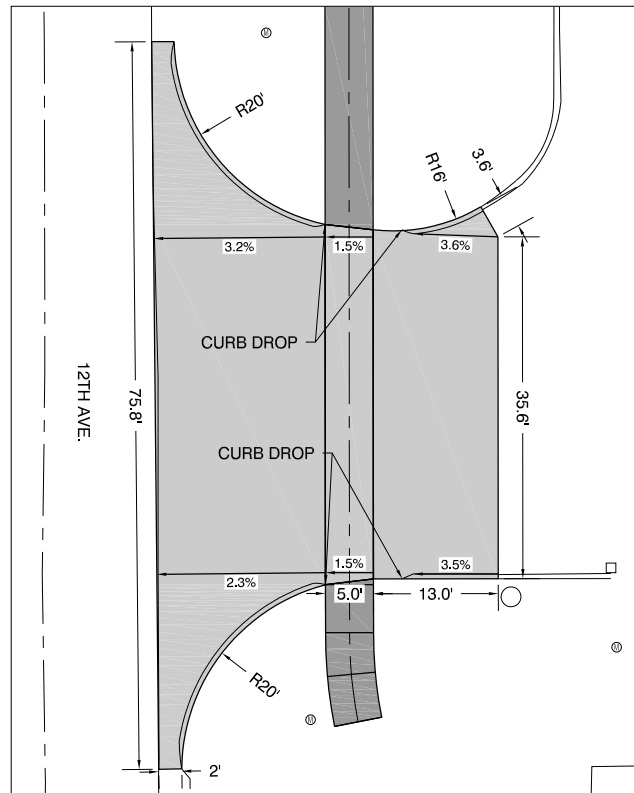
- 294 SY 8" PCC DRIVEWAY
- MATCH EXISTING EDGE OF PAVEMENT



19 MARCHELLE & ROBERT OLSON (12TH AVE STORAGE) DRIVEWAY DETAIL (SUP-012)

NOTES:

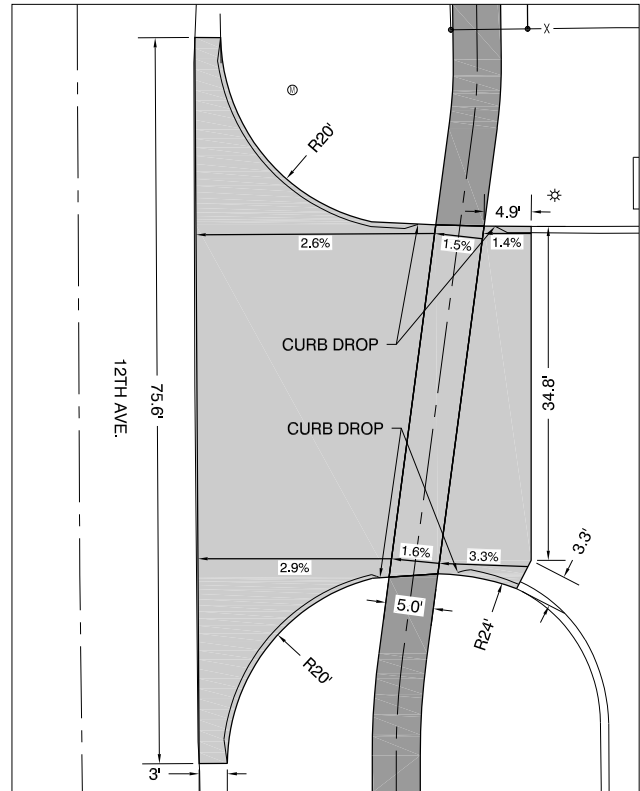
- 106 SY 8" PCC DRIVEWAY
- 7 TONS GRANULAR DRIVEWAY (10 SY)
- MATCH EXISTING EDGE OF PAVEMENT
- SEE DETAIL ON SHEET B.11 FOR ADDITIONAL INFORMATION ON FENCE RELOCATION AND REQUIRED MAINTENANCE OF ACCESS



21 CASEYS SOUTH DRIVEWAY DETAIL (SUP-013)

NOTES:

- 175 SY 8" PCC DRIVEWAY
- MATCH EXISTING EDGE OF PAVEMENT
- INSTALL 1' CURB DROPS AT SIDEWALK
- ONLY ONE CASEY'S DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



20 CASEYS NORTH DRIVEWAY DETAIL (SUP-013)

NOTES:

- 172 SY 8" PCC DRIVEWAY
- MATCH EXISTING EDGE OF PAVEMENT
- INSTALL 1' CURB DROPS AT SIDEWALK
- ONLY ONE CASEY'S DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES



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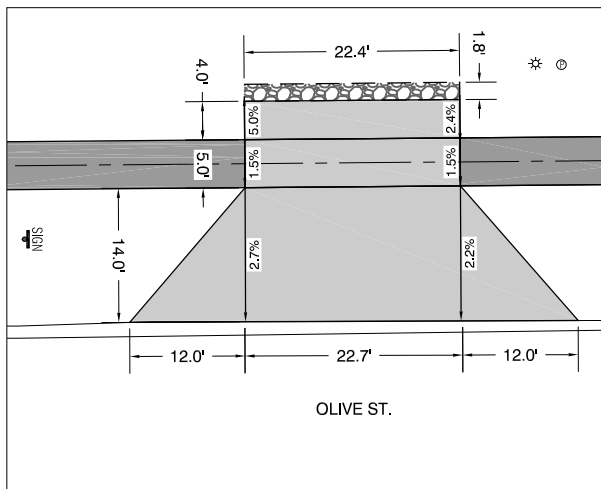
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

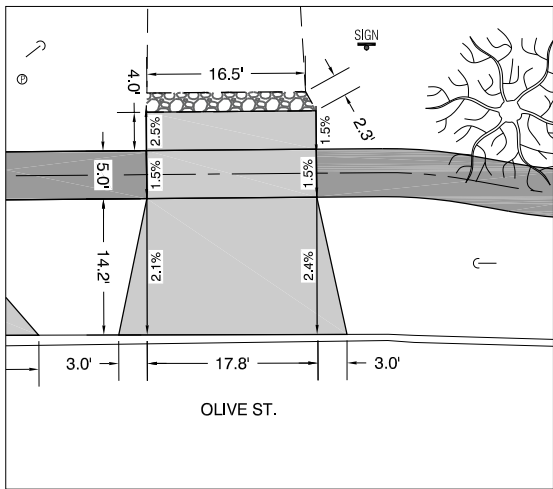
PROJECT NO.
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SHEET NO.
B.07





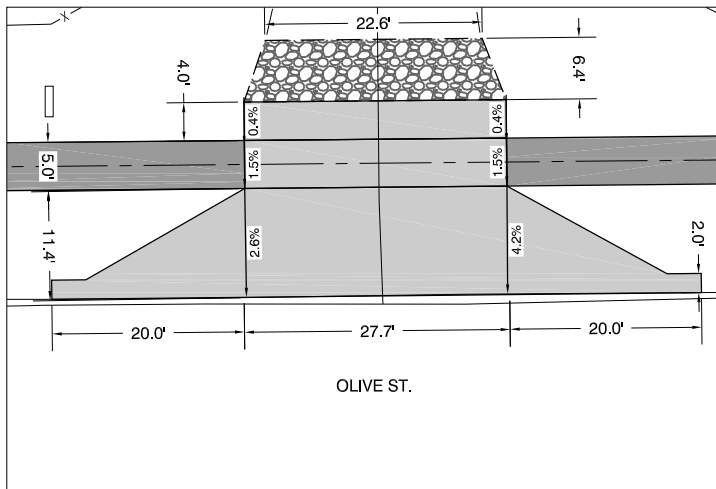
22 FAIRGROUNDS SOUTHWEST DRIVEWAY DETAIL (SUP-014)

- NOTES:
1. 77 SY 8" PCC DRIVEWAY
 2. 3 TONS GRANULAR DRIVEWAY (4.5 SY)
 3. MATCH EXISTING EDGE OF PAVEMENT
 4. NO EASEMENT WAS OBTAINED. LIMIT WORK TO WITHIN ROAD RIGHT-OF-WAY.
 5. ONLY ONE FAIRGROUNDS DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.
 6. THE FAIRGROUNDS SOUTHWEST DRIVEWAY AND THE MARSHALL COUNTY DRIVEWAY SHALL NOT BE CLOSED AT THE SAME TIME TO ALLOW ACCESS TO THE MARSHALL COUNTY PROPERTY



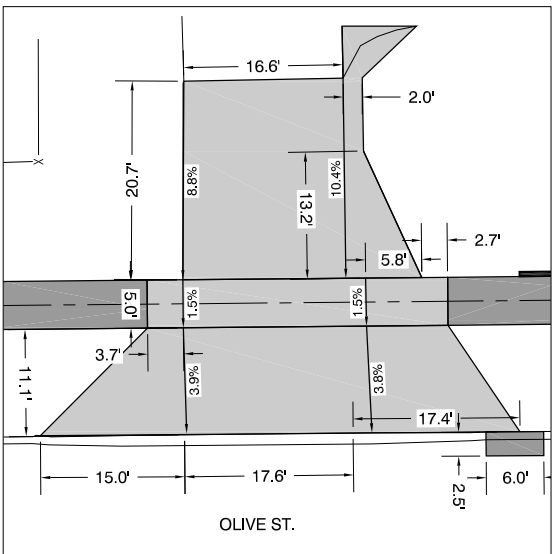
23 MARSHALL COUNTY DRIVEWAY DETAIL (SUP-015)

- NOTES:
1. 51 SY 8" PCC DRIVEWAY
 2. 3 TONS GRANULAR DRIVEWAY (4 SY)
 3. MATCH EXISTING EDGE OF PAVEMENT
 4. THE MARSHALL COUNTY DRIVEWAY AND THE FAIRGROUNDS SOUTHWEST DRIVEWAY SHALL NOT BE CLOSED AT THE SAME TIME TO ALLOW ACCESS TO THE MARSHALL COUNTY PROPERTY.



24 FAIRGROUNDS SOUTHEAST DRIVEWAY DETAIL (SUP-014)

- NOTES:
1. 88 SY 8" PCC DRIVEWAY
 2. 12 TONS GRANULAR DRIVEWAY (18 SY)
 3. MATCH EXISTING DRIVEWAY CURB CUT
 4. NO EASEMENT WAS OBTAINED. LIMIT WORK TO WITHIN ROAD RIGHT-OF-WAY.
 5. ONLY ONE FAIRGROUNDS DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



25 NOMAD GROUP LLP(PREMIER) WEST DRIVEWAY DETAIL (SUP-021)

- NOTES:
1. 118 SY 8" PCC DRIVEWAY
 2. RELOCATE ROOF DRAIN OUTLET TO EAST WITH CURB CUTOUT
 3. REMOVE AND REPLACE 6' OF CURB AND GUTTER ADJACENT TO THE DRIVEWAY
 4. REMOVE AND REPLACE NORTHEAST PAVEMENT TO JOINT LINE, MATCHING EXISTING GRADES
 5. ONLY ONE OF PREMIER'S DRIVEWAYS SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



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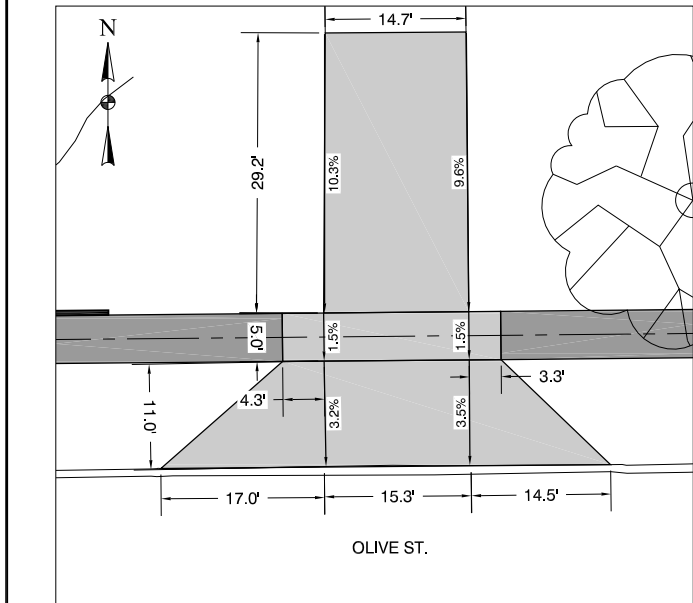
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12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

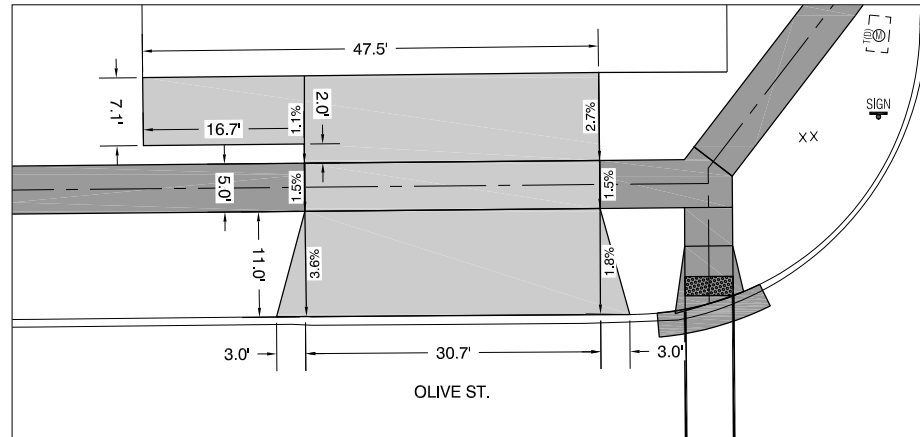
TYPICAL SECTIONS & DETAILS

PROJECT NO.
1678
SHEET NO.
B.08

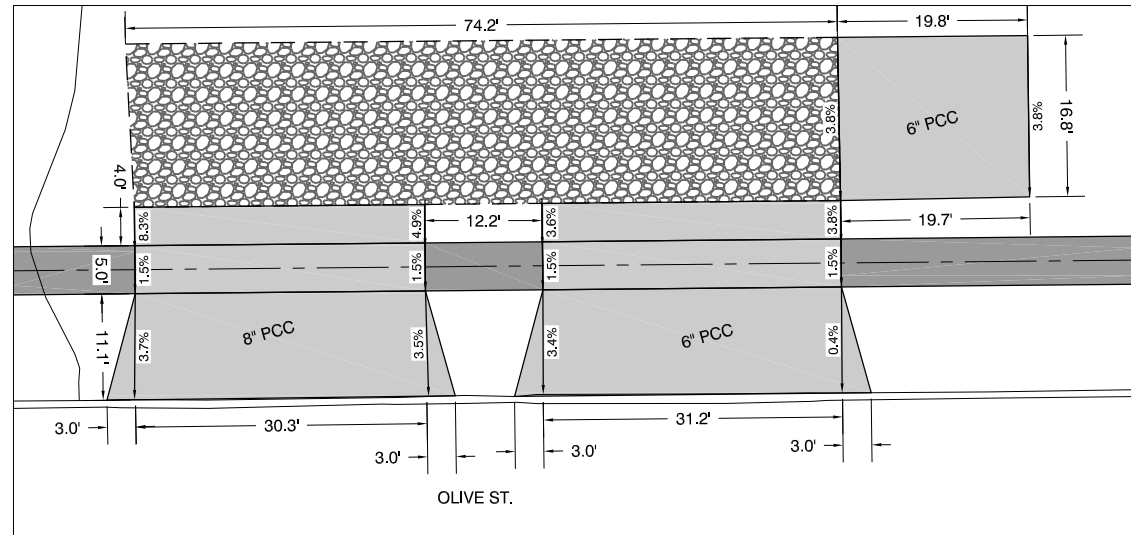
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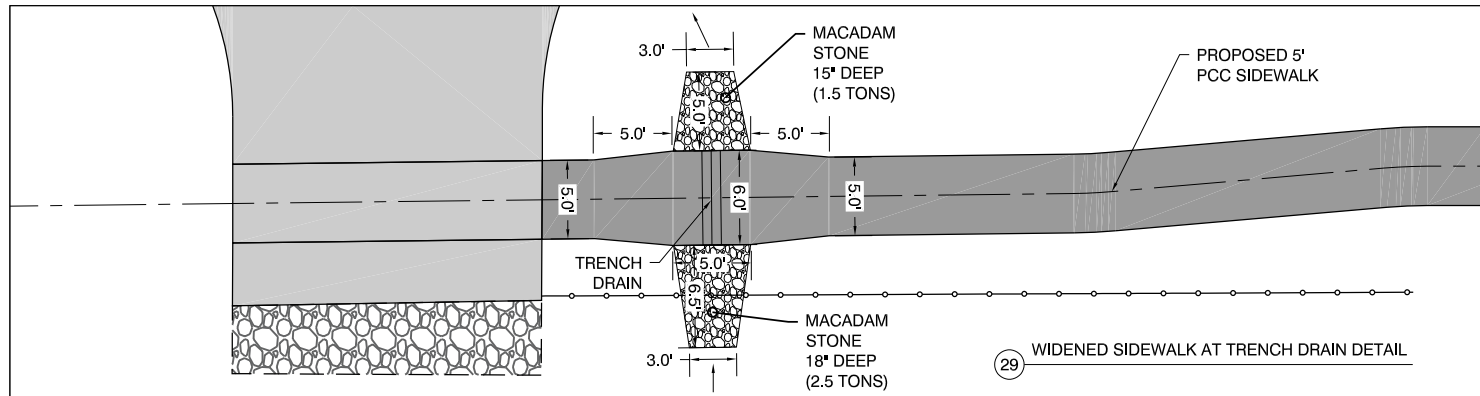
- 26 NOMAD GROUP LLP (PREMIER) MIDDLE DRIVEWAY DETAIL (SUP-021)
- NOTES:
1. 103 SY 8" PCC DRIVEWAY
 2. MATCH EXISTING DRIVEWAY CURB CUT
 3. ONLY ONE OF PREMIER'S DRIVEWAYS SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



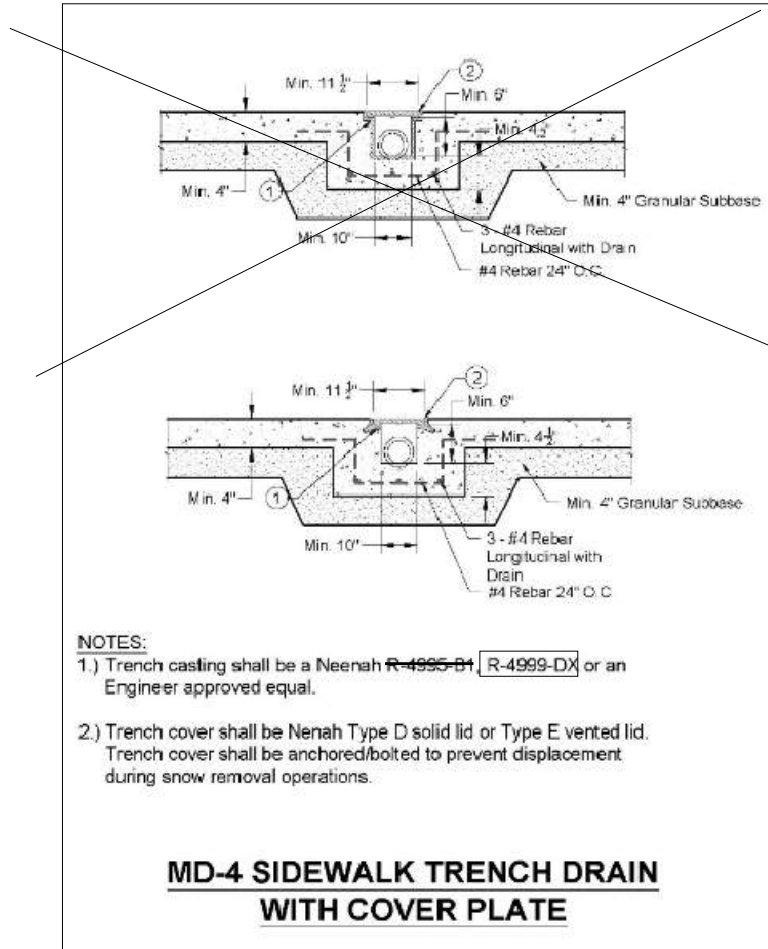
- 27 THOMAS L. CARDELLA EAST DRIVEWAY DETAIL (SUP-022)
- NOTES:
1. 105 SY 6" PCC DRIVEWAY
 2. MATCH EXISTING DRIVEWAY CURB CUT
 3. ONLY ONE THOMAS L. CARDELLA DRIVEWAY SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



- 28 PREMIER EAST (SUP-021)/THOMAS L. CARDELLA WEST (SUP-022) DRIVEWAY DETAIL
- NOTES:
1. 71 SY 8" PCC DRIVEWAY & 110 SY 6" PCC DRIVEWAY
 2. 88 TONS GRANULAR DRIVEWAY (139 SY)
 3. MATCH EXISTING DRIVEWAY CURB CUT
 4. ONLY ONE OF PREMIER'S AND THOMAS L. CARDELLA'S DRIVEWAYS SHALL BE CLOSED AT ONCE. ACCESS MUST BE MAINTAINED AT ALL TIMES.



29 WIDENED SIDEWALK AT TRENCH DRAIN DETAIL



- NOTES:
- 1.) Trench casting shall be a Neenah R-4995-D1, R-4999-DX or an Engineer approved equal.
 - 2.) Trench cover shall be Neenah Type D solid lid or Type E vented lid. Trench cover shall be anchored/bolted to prevent displacement during snow removal operations.

MD-4 SIDEWALK TRENCH DRAIN WITH COVER PLATE

30 SIDEWALK TRENCH DRAIN DETAIL



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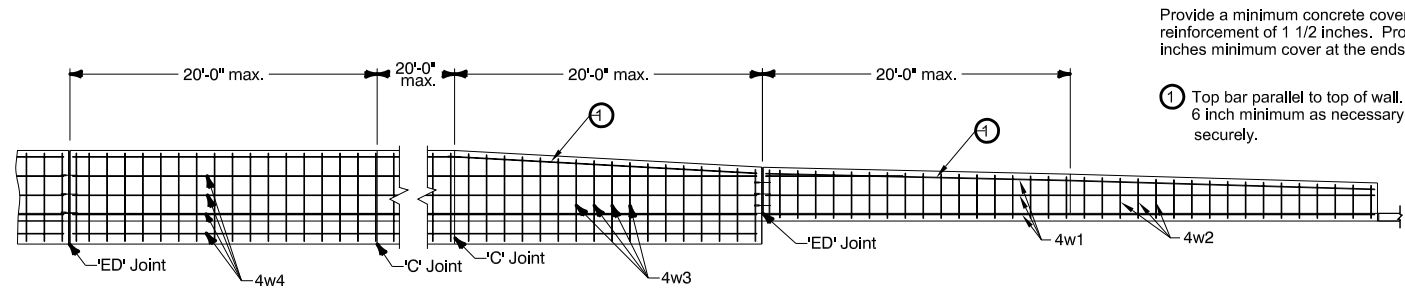


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DRAWN: GTJ/LAW DATE: 2019
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

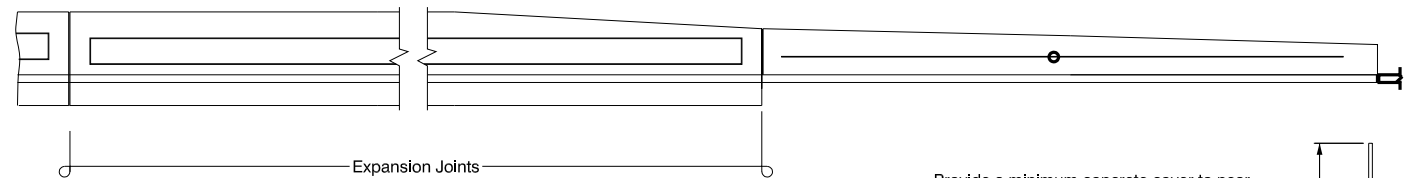
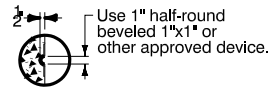
12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

PROJECT NO.
1678
SHEET NO.
B.09



TYPICAL LONGITUDINAL SECTION OF RETAINING WALL

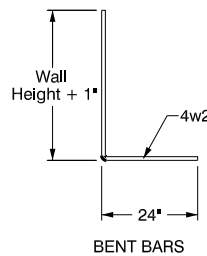


TYPICAL RUSTICATION DETAIL

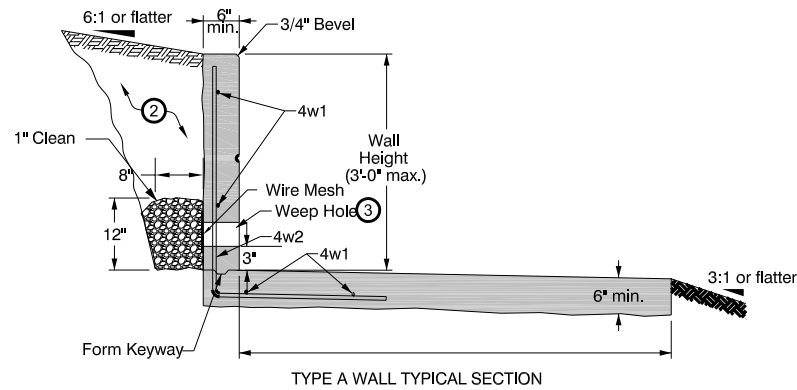
REINFORCING BAR LIST					
Wall Type	Mark	Size	Shape	Length	Spacing
Type A	4w1	4	—	Variable	15"
	4w2	4	L	Variable	14"

Provide a minimum concrete cover to near reinforcement of 1 1/2 inches. Provide 3 inches minimum cover at the ends of bars.

- ② Excavate and place backfill material as necessary.
- ③ Provide 3 inch diameter weep holes at 8 foot intervals. Install rodent guards in weep holes. Align bottom of weep hole 3" above sidewalk.

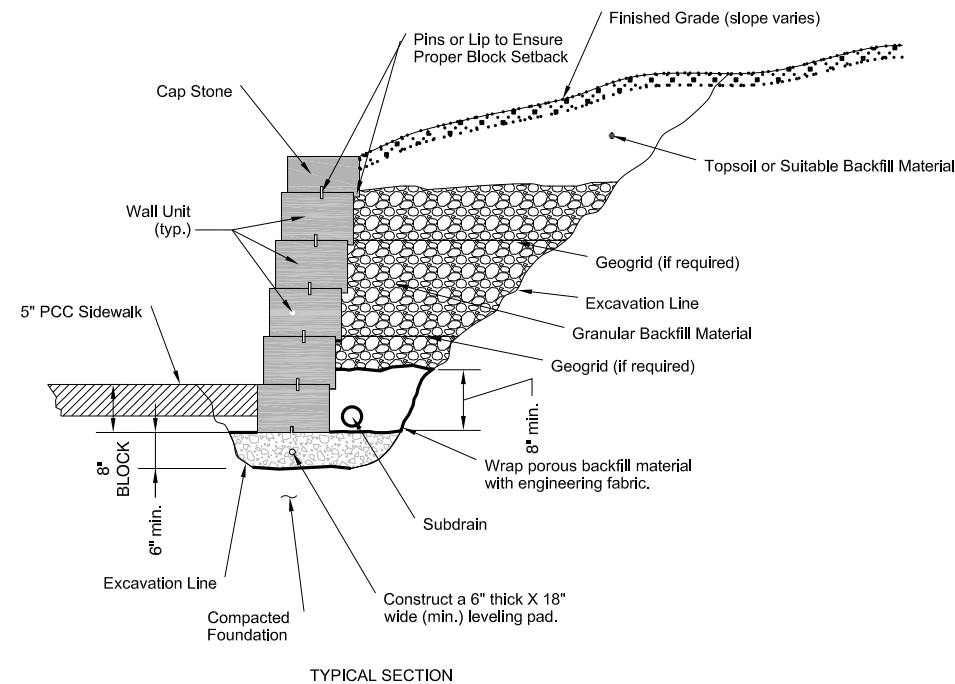


31 COMBINED WALK & RETAINING WALL



TYPE A WALL TYPICAL SECTION

Exact dimensions, wall batter, backfill limits, reinforcement, and leveling pad materials and dimensions shall be specified by the wall manufacturer.



TYPICAL SECTION

32 MODULAR BLOCK RETAINING WALL

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



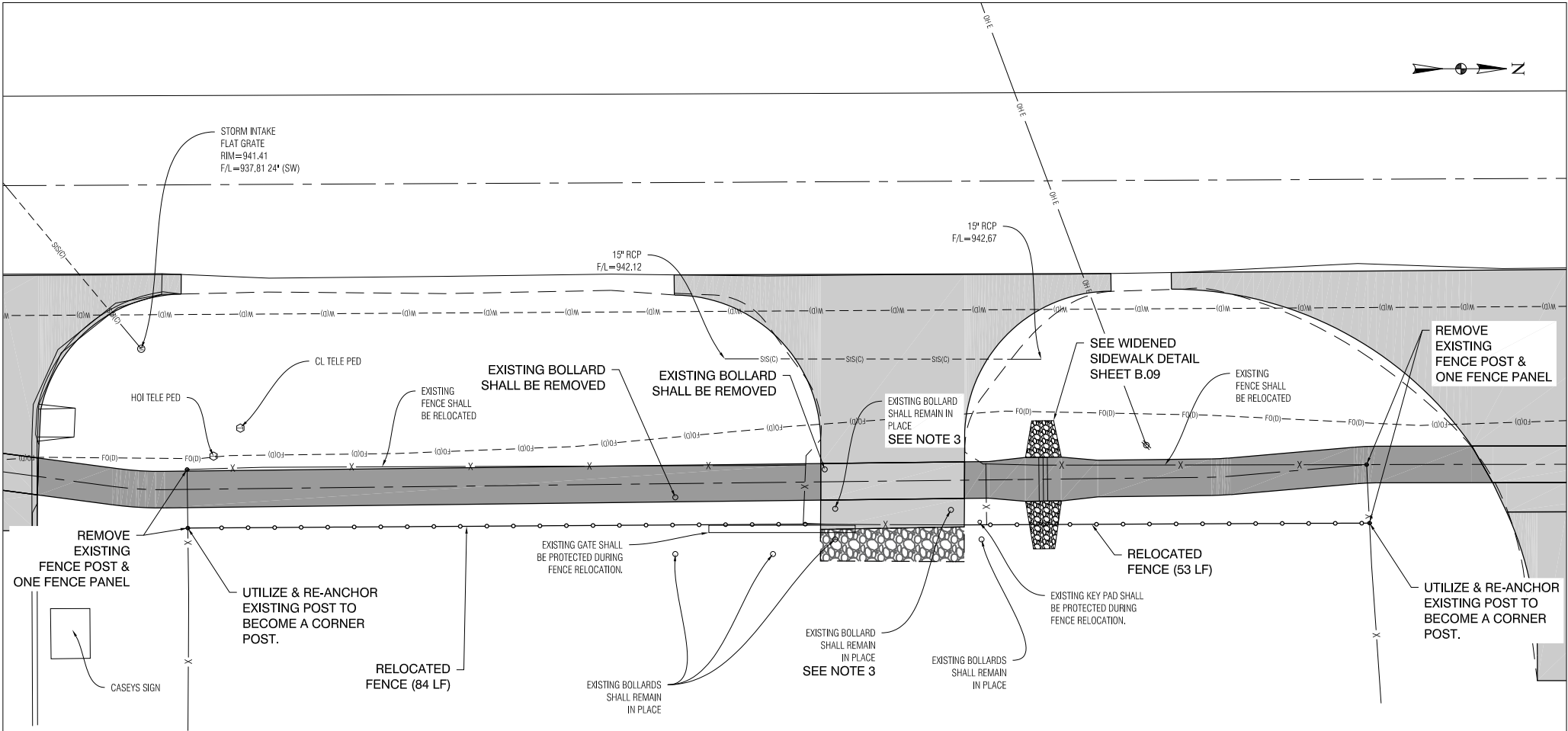
Clapsaddle-Garber Associates, Inc.
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DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2019
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

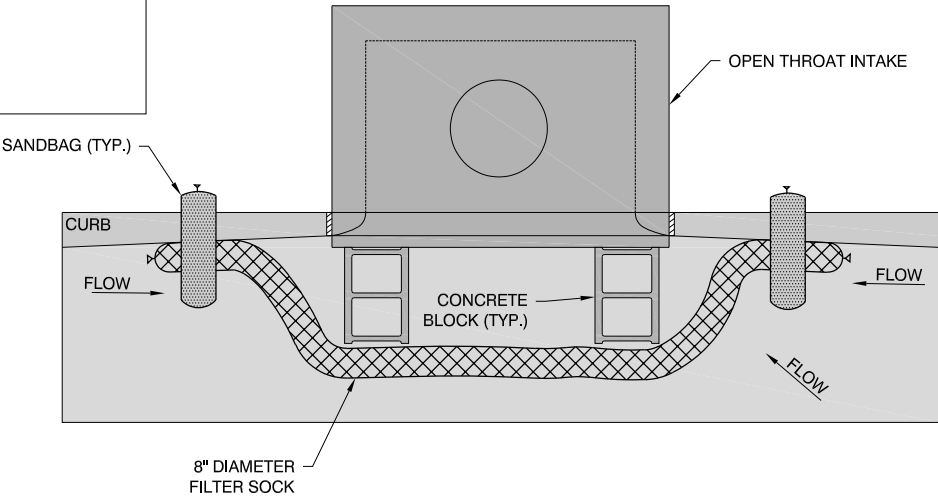
TYPICAL SECTIONS & DETAILS

PROJECT NO.
1678
SHEET NO.
B.10



33 MARCHELLE & ROBERT OLSON (12TH AVENUE STORAGE) FENCE RELOCATION DETAIL

- NOTES:
1. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER DURING CONSTRUCTION TO KEEP THEM INFORMED OF ANY IMPACTS. ROBERT OLSON (641-751-5035)
 2. BOLLARDS LOCATED WITHIN THE PROPOSED DRIVEWAY SHALL BE WRAPPED WITH 1/4" FOAM INSULATION FOR THE PORTION OF THE BOLLARD IN THE DRIVEWAY.
 3. BOLLARDS AND KEYPAD SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGE TO PROPERTY SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
 4. CONTRACTOR SHALL PROVIDE A TEMPORARY GRANULAR ACCESS INTO THE STORAGE YARD WHILE DRIVEWAY IS SHUT DOWN FOR PAVING AND THE FENCE IS TEMPORARILY REMOVED. THIS ACCESS SHALL BE INCIDENTAL TO THE FENCE RELOCATION BID ITEM.



34 INLET PROTECTION DEVICE



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

TYPICAL SECTIONS & DETAILS

PROJECT NO.
1678
SHEET NO.
B.11

PROJECT QUANTITIES										
			SECTION 1 (12TH AVE, CASEY'S TO ANSON ST)		SECTION 2 (OLIVE ST, 12TH AVE TO 17TH AVE)		SECTION 3 (17TH AVE, OLIVE ST TO 1 BLOCK NORTH)		TOTAL	
ITEM NO.	ITEM	UNIT	QUANTITY	AS-BUILT	QUANTITY	AS-BUILT	QUANTITY	AS-BUILT	QUANTITY	AS-BUILT
1	MOBILIZATION	LS	0.49		0.40		0.11		1	
2	TEMPORARY TRAFFIC CONTROL	LS	0.49		0.40		0.11		1	
3	EARTHWORK, CLASS 13	CY	1,448		332		27		1,807	
4	CLEARING AND GRUBBING	LS	0.5		0.5		-		1	
5	STUMP GRINDING	EA	2		-		-		2	
6	TREE REMOVAL	EA	-		-		1		1	
7	REMOVAL OF DRIVEWAY OR PAVEMENT	SY	1,683		458		-		2,141	
8	REMOVALS, AS PER PLAN	LS	0.50		0.50		-		1	
9	COMPACTION TESTING	LS	0.49		0.40		0.11		1	
10	SUBGRADE PREPARATION, 6"	SY	2,664		1,714		302		4,680	
11	SUBGRADE PREPARATION, 12"	SY	301		-		-		301	
12	GRANULAR SUBBASE, 4"	SY	1,201		991		302		2,494	
13	GRANULAR SUBBASE, 6"	SY	1,463		723		-		2,186	
14	MODIFIED SUBBASE, 12"	SY	301		-		-		301	
15	PCC SIDEWALK, CLASS C, 5"	SY	1,145		991		246		2,382	
16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	14		-		12		26	
17	MODULAR BLOCK RETAINING WALL	SF	-		85		-		85	
18	PCC PAVEMENT, CLASS M, 8"	SY	274		-		-		274	
19	DRIVEWAYS, CLASS M, 6" PCC	SY	342		215		-		557	
20	DRIVEWAYS, CLASS M, 8" PCC	SY	1,121		508		-		1,629	
21	DRIVEWAYS, 12" GRANULAR SURFACING	SY	45		166		-		211	
22	CURB AND GUTTER, 2.5' PCC	LF	59		29		-		88	
23	DETECTABLE WARNINGS	SF	60		20		-		80	
24	PEDESTRIAN CROSSING, LED, SOLAR POWERED PUSH BUTTON	EA	2		2		-		4	
25	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	LS	0.5		0.5		-		1	
26	FENCE RELOCATION	LS	1		-		-		1	
27	MACADAM STONE	TON	4		-		-		4	
28	TRENCH DRAIN, 2' x 6'	EA	1		-		-		1	
29	WATTLES, INSTALLATION	LF	320		1,130		-		1,450	
30	WATTLES, REMOVAL	LF	320		1,130		-		1,450	
31	SILT FENCE, INSTALLATION	LF	50		-		140		190	
32	SILT FENCE, REMOVAL OF SEDIMENT	LF	50		-		140		190	
33	SILT FENCE, REMOVAL OF DEVICE	LF	50		-		140		190	
34	INLET PROTECTION DEVICE, INSTALLATION	EA	3		2		1		6	
35	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EA	3		2		1		6	
36	STABILIZED CONSTRUCTION ENTRANCE	EA	1		1		1		3	
37	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	LS	0.49		0.40		0.11		1	

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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APPROVED: <u>HAT</u>	DATE: <u>09/18/2020</u>

12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES AND

REFERENCE INFORMATION

PROJECT NO. 1678
SHEET NO. C.01

J:\1678\dwgs\Sheets\1678-C-Sheets (Quantities).dwg - C.02 - 09-22-20 - 3:25pm - HT1323

ESTIMATE REFERENCE		
ITEM NO.	ITEM	DESCRIPTION
1	MOBILIZATION	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 11020.
2	TEMPORARY TRAFFIC CONTROL	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 8030.
3	EARTHWORK, CLASS 13	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 2010 FOR ON-SITE TOPSOIL AND CLASS 13 EXCAVATION. STRIPPING, SALVAGING, AND RESPREADING 8" OF TOPSOIL SHALL BE INCLUDED IN THIS BID ITEM. NO TOPSOIL SHALL BE HAULED OFF-SITE. ANY EXCESS TOPSOIL SHALL BE USED ON-SITE FOR THE TOP OF THE FILL AREAS NOT UNDER PAVEMENT OR PLACED IN ADJACENT AREAS AND GRADED TO DRAIN AND SMOOTHLY TRANSITION INTO THE SURROUNDING TOPOGRAPHY. ANY NON-TOPSOIL WASTE SHALL BE HAULED OFF SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS. COMPENSATION FOR THIS BID ITEM SHALL BE AT THE CONTRACT PRICE PER CUBIC YARD BASED UPON PLAN QUANTITY, WITHOUT FIELD MEASUREMENT. THE QUANTITIES SHOWN BELOW WERE CALCULATED AS A COMPARISON OF THE EXISTING GROUND SURFACE TO THE PROPOSED GROUND SURFACE. THE EXISTING GROUND SURFACE WAS NOT ADJUSTED FOR STRIPPING OF TOPSOIL OR REMOVING ANY EXISTING PAVEMENT. WHEN EXISTING DRIVEWAYS ARE REMOVED, THIS SHOULD RESULT IN LESS CUT THAN WHAT IS SHOWN IN THE NUMBERS BELOW. THE PROPOSED GROUND SURFACE IS THE FINAL TOP SURFACE WITHOUT ANY TOPSOIL ADJUSTMENT AND WITH A 9-INCH SECTION REMOVED FOR SIDEWALK AREAS, A 12 OR 14-INCH SECTION REMOVED FOR PAVED DRIVEWAY AREAS, AND 20-INCH SECTION REMOVED FOR PAVEMENT AREAS. SECTION 1 (12TH AVE: CASEY'S TO ANSON ST) EARTHWORK (INCLUDING TOPSOIL) CUT = 1,448 CY FILL +30% = 31 CY WASTE = 1,417 CY PAY QUANTITY = 1,448 CY SECTION 2 (OLIVE ST: 12TH AVE TO 17TH AVE) EARTHWORK (INCLUDING TOPSOIL) CUT = 305 CY FILL + 30% = 332 CY BORROW = 27 CY PAY QUANTITY = 332 CY SECTION 3 (17TH AVE: OLIVE ST TO 1 BLOCK NORTH) EARTHWORK (INCLUDING TOPSOIL) CUT = 27 CY FILL + 30% = 3 CY WASTE = 24 CY PAY QUANTITY = 27 CY
4	CLEARING AND GRUBBING	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 2010. REFER TO THE D SHEETS FOR LOCATIONS OF CLEARING AND GRUBBING LIMITS. THERE ARE TWO AREAS, EACH APPROXIMATELY 0.1 ACRES AND ONE SHRUB. ALL STUMPS FROM CLEARING/GRUBBING SHALL BE GROUND AS SPECIED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STUMP GRINDING. DISPOSAL OF MATERIAL SHALL BE AT AN OFF-SITE LOCATION IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE FOR THE LIMITS OF CLEARING AND GRUBBING SHOWN ON THE PLANS.
5	STUMP GRINDING	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 2010. REFER TO SHEET D.02 FOR LOCATIONS OF THE TWO STUMPS TO BE GROUND. STUMPS SHALL BE GROUND TO A MINIMUM OF 15" BELOW THE FINISH GRADE OF PROPOSED SIDEWALK. EQUIPMENT, LABOR, MATERIALS, GRINDING OF STUMP, REMOVAL OF MATERIAL, NOTIFICATION OF CITY, BACKFILL, AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. DISPOSAL OF MATERIALS AT AN OFF-SITE LOCATION SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH STUMP GROUND.
6	TREE REMOVAL	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 2010. REFER TO D SHEETS FOR LOCATIONS OF TREES OR TREE GROUPS TO BE REMOVED. ALL STUMPS FROM TREE REMOVAL SHALL BE GROUND AS SPECIFIED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STUMP GRINDING. EQUIPMENT, LABOR, MATERIALS, LIMB TRIMMING AROUND OBSTRUCTIONS, TREE REMOVAL, GRINDING OF STUMP, REMOVAL OF MATERIAL OFF-SITE, NOTIFICATION OF CITY, BACKFILL, BORROW MATERIAL FOR BACKFILL, AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. DISPOSAL OF MATERIALS AT AN OFF-SITE LOCATION SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH TREE OR TREE GROUP REMOVED.
7	REMOVAL OF DRIVEWAY OR PAVEMENT	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTIONS 7030 & 7040. THE CITY SHALL APPROVE THE REMOVAL LIMITS PRIOR TO BEGINNING REMOVALS. ESTIMATED REMOVAL QUANTITIES ARE AS SHOWN ON THE TABULATION ON SHEET B.01. ALL RESIDENTS SHALL BE NOTIFIED 1 WEEK IN ADVANCE PRIOR TO DRIVEWAYS BEING REMOVED. REMOVALS MAY BE EITHER PCC OR ASPHALT. NO PAYMENT WILL BE MADE FOR REMOVING GRANULAR MATERIAL. THE EDGES OF PAVED DRIVEWAYS OR STREETS SHALL BE A STRAIGHT SAW CUT FOR A CLEAN JOINT TO TIE INTO - EVEN WHERE JOINTS EXIST. THE PAVEMENT SHALL BE SAW CUT TO DISCONNECT ANY REINFORCING STEEL AND PROVIDE A CLEAN STRAIGHT PAVEMENT EDGE TO TIE INTO. FULL DEPTH SAW CUTTING, BREAKING, REMOVING, AND DISPOSING OF EXISTING PAVEMENT AND REINFORCING STEEL OFF-SITE SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. PAVEMENT, DRIVEWAYS, OR PROPERTY DAMAGED OUTSIDE OF THE REMOVAL LIMITS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. MATERIAL SHALL BE DISPOSED OF AT AN OFF-SITE LOCATION AND SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF DRIVEWAY OR PAVEMENT REMOVED.
8	REMOVALS, AS PER PLAN	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 2010. REMOVALS SHALL INCLUDE THE BOLLARDS AT 12TH AVENUE STORAGE'S PROPERTY AND THE REMOVAL OF EXISTING LANDSCAPING BLOCKS AT PREMIER REQUIRED FOR THE CONSTRUCTION OF MODULAR BLOCK RETAINING WALL. LANDSCAPING BLOCK SHALL BE SALVAGED TO PREMIER REFER TO D AND B SHEETS FOR LOCATIONS OF REMOVALS AS SPECIFIED. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE.
9	COMPACTION TESTING	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTIONS 2010 & 7030. COMPACTION TESTING FOR SUBGRADE PREPARATION SHALL REQUIRE FIELD TESTING TO BE PERFORMED AT A RATE OF 1 FIELD TEST PER 150 LINEAR FEET OF SIDEWALK INSTALLED. COMPACTION TESTING MUST YIELD PASSING RESULTS AND APPROVAL BY THE CITY PRIOR TO BEGINNING PAVING OPERATIONS. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE.

ESTIMATE REFERENCE		
ITEM NO.	ITEM	DESCRIPTION
10-11	SUBGRADE PREPARATION, 6" & 12"	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTIONS 2010 & 7030, 3.02. REFER TO TYPICAL SECTIONS ON B SHEETS FOR MORE DETAILS ON SUBGRADE PREPARATION. SUBGRADE PREPARATION SHALL BE TO A DEPTH OF 6-INCHES AND TO THE EDGE OF SIDEWALKS AND DRIVEWAYS. SUBGRADE PREPARATION SHALL BE TO A DEPTH OF 12-INCHES AND 2-FOOT OUTSIDE THE EDGE OF STREET PAVEMENT. THE CONTRACTOR SHALL REMOVE ALL SOFT, SPONGY, OR YIELDING SPOTS AND FILL THE VOID WITH A SUITABLE BACKFILL MATERIAL. COMPACTION TESTING SHALL BE PAID FOR UNDER ITS RESPECTIVE BID ITEM. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF SUBGRADE PREPARATION COMPLETED.
12-13	GRANULAR SUBBASE, 4" & 6"	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTIONS 2010 & 7030. REFER TO TYPICAL SECTIONS ON B SHEETS FOR MORE INFORMATION ON SUBBASE. GRANULAR SUBBASE SHALL BE TO A DEPTH OF 4-INCHES AND TO THE EDGE OF SIDEWALKS AND TO A DEPTH OF 6-INCHES AND TO THE EDGE OF DRIVEWAYS. ITEM SHALL INCLUDE FURNISHING, PLACING, COMPACTING, AND TRIMMING THE MATERIAL TO THE PROPER GRADE. MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF GRANULAR SUBBASE INSTALLED.
14	MODIFIED SUBBASE, 12"	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTIONS 2010 & 7010. REFER TO TYPICAL SECTIONS ON B SHEETS FOR MORE INFORMATION ON SUBBASE. MODIFIED SUBBASE SHALL BE TO A DEPTH OF 12-INCHES AND 2-FOOT OUTSIDE THE EDGE OF STREET PAVEMENT. THE MODIFIED SUBBASE BID ITEM SHALL ALSO INCLUDE A LAYER OF TRI-AX GEOGRID IN ACCORDANCE WITH CITY OF MARSHALLTOWN SPECIFICATION 2010, 2.04 5C. ITEM SHALL INCLUDE FURNISHING, PLACING, COMPACTING, AND TRIMMING THE MATERIALS TO THE PROPER GRADE. MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF MODIFIED SUBBASE AND GEOGRID INSTALLED.
15	PCC SIDEWALK, CLASS C, 5"	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7030. REFER TO B SHEETS FOR ADDITIONAL INFORMATION ON TYPICAL SECTIONS AND D SHEETS FOR LOCATIONS OF SIDEWALK. REFER TO S SHEETS FOR DETAILED INFORMATION ON ADA COMPLIANT SIDEWALK RAMPS. ALL SIDEWALKS SHALL BE INSTALLED PER ADA COMPLIANCE. THE 5-INCH PCC INFILL THAT IS TO BE PLACED BETWEEN THE SIDEWALK AND THE BACK OF CURB, ALONG 17TH AVENUE, SHALL BE PAID FOR WITH THIS BID ITEM . IN LOCATIONS THAT DETECTABLE WARNINGS ARE INDICATED, THICKENED SIDEWALK OF 6-INCHES PCC SHALL BE REQUIRED FOR RAMPS AND TURNING SPACES AND THE EXTRA THICKNESS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. ALL SIDEWALKS THROUGH DRIVEWAYS SHALL BE PAID AS DRIVEWAY. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF SIDEWALK INSTALLED.
16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9072 AND FIGURE 9072.221 (MI-221). REFER TO D SHEETS FOR LOCATIONS OF WALLS AND B SHEETS FOR MORE DETAILS ON WALL SECTION. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER CUBIC YARD OF COMBINED SIDEWALK AND RETAINING WALL PLACED.
17	MODULAR BLOCK RETAINING WALL	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9070. REFER TO SHEET D.15 FOR ADDITIONAL INFORMATION AND LOCATION OF WALL. BLOCK RETAINING WALL COLOR SHALL BE SIMILAR TO THE EXISTING SANDSTONE COLOR OF THE EXISTING BLOCK ON THAT PROPERTY. EXCAVATION, FURNISHING AND PLACING WALL UNITS, POROUS BACKFILL MATERIAL, NATIVE BACKFILL MATERIAL, AND SHORING AS NECESSARY SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. EACH BLOCK LAYER ADDED SHALL BE MOVED BACK FROM THE FRONT FACE OF THE PREVIOUS LAYER AN INCREMENT OF 1-INCH TO PREVENT OVERHANGING OF BLOCK WALL OVER SIDEWALK AS SHOWN ON FIGURE 9070.103. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE FOOT OF MODULAR BLOCK RETAINING WALL PLACED.
18	PCC PAVEMENT, CLASS M, 8"	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7010.
19-20	DRIVEWAYS, CLASS M, 6" - 8" PCC	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTION 7030. REFER TO B SHEETS FOR MORE DETAILS ON DRIVEWAYS AND D SHEETS FOR LOCATIONS. IF THE EXISTING ADJACENT DRIVEWAY PAVEMENT DEPTH IS THICKER THAN THE PLAN DEPTH, THE REPLACEMENT DRIVEWAY SHALL MEET THE EXISTING ADJACENT DRIVEWAY DEPTH. ALL PCC DRIVEWAYS SHALL USE 'M' MIX. 1/4" EXPANSION FOAM SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM AND BE USED TO WRAP AROUND THE BASE OF THE EXISTING BOLLARDS WITHIN THE BT PROPERTY (12TH AVENUE STORAGE) DRIVEWAY. WHEN TYING INTO AN EXISTING PCC DRIVEWAY, A BT-JOINT SHALL BE UTILIZED TO TIE THE EXISTING AND PROPOSED PAVEMENT TOGETHER. DAMAGE TO EXISTING DRIVEWAYS BEYOND THE PROPOSED REMOVAL LIMITS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF DRIVEWAY INSTALLED.
21	DRIVEWAYS, 12" GRANULAR SURFACING	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7030. REFER TO B SHEETS FOR MORE DETAILS ON DRIVEWAYS AND D SHEETS FOR LOCATIONS. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF 12-INCH GRANULAR SURFACED DRIVEWAY INSTALLED.
22	CURB & GUTTER, 2.5' PCC	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7010. REFER TO D AND S SHEETS FOR LOCATIONS OF CURB AND GUTTER. REMOVAL OF EXISTING SHALL BE PAID FOR WITH PAVEMENT REMOVAL. CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH MARSHALLTOWN STANDARD DETAIL MD-2. ANY MODIFIED SUBBASE NEEDED TO CREATE A FIRM BASE SHALL BE INCIDENTAL. RELOCATING AND EXTENDING AN EXISTING ROOF DRAIN OUTLET THROUGH THE NEW CURB & GUTTER AS SHOWN ON B.08 SHALL BE INCIDENTAL TO THIS ITEM. EXTEND PIPE WITH SAME SIZE AND MATERIAL. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER LINEAR FOOT OF CURB AND GUTTER INSTALLED.
23	DETECTABLE WARNINGS	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 7030. REFER TO D AND S SHEETS FOR ADDITIONAL INFORMATION AND LOCATIONS OF PANELS. IN THE INSTANCE DETECTABLE WARNING PANELS ARE INSTALLED AND ARE NON-COMPLIANT TO ADA STANDARDS, THE PANELS SHALL BE REMOVED AND REPLACED WITHIN COMPLIANCE AT THE CONTRACTOR'S EXPENSE. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE FOOT OF DETECTABLE WARNING PANEL INSTALLED.
24	PEDESTRIAN CROSSING, LED, SOLAR POWERED PUSH BUTTON	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 8010. REFER TO THE D AND S SHEETS FOR APPROXIMATE LOCATIONS OF PEDESTRIAN CROSSING SIGNS. EACH SIGN GROUP SHALL INCLUDE AN ADVANCE SIGN (MUTCD R1-6) LOCATED 20-50' PRIOR TO THE CROSSWALK OR IN A LOCATION APPROVED BY THE CITY; A CROSSWALK SIGN POST; AND A PUSH BUTTON ACTIVATION PEDESTAL. THE ADVANCE SIGN (R1-6) SHALL BE MOUNTED IN ACCORDANCE WITH MUTCD ON PERFORATED SQUARE STEEL TUBE (PSST). THE CROSSWALK SIGN POST SHALL BE MOUNTED IN ACCORDANCE WITH MUTCD ON PSST AND INCLUDE A SOLAR POWERED LED LIT SIGN OR ACCOMPANYING BEACON. THE SIGN SHALL BE A 36" X 36" W11-2 SIGN WITH A W16-7P SIGN PLACED UNDER THE W11-2 SIGN. THE LED SIGN OR BEACON SHALL BE ACTUATED BY A SEPARATELY MOUNTED ADA COMPLIANCE PEDESTRIAN PUSH BUTTON PEDESTAL. THE PUSH BUTTON ACTIVATION PEDESTAL SHALL BE LOCATED IN ACCORDANCE WITH ADA REQUIREMENTS AND THE MUTCD. THE PEDESTAL SHALL BE A MANUFACTURED PEDESTAL AND BE ACCOMPANIED BY A SIGN INDICATING "PUSH BUTTON FOR CROSSWALK WARNING DEVICE - CROSS WITH CAUTION." THE ENTIRE SIGN GROUP SHALL BE SOLAR POWERED WITH NO AC POWER REQUIREMENT AND INCLUDE ANY ELECTRICAL ITEMS NEEDED TO ALLOW THE PUSH BUTTON TO BE LOCATED REMOTELY. THIS CROSSING SIGN SHALL BE FOR THE WARNING OF MOTORISTS WHEN PEDESTRIANS ARE CROSSING THE STREET. ALL SIGNS, POSTS, AND PEDESTALS SHALL BE IN COMPLIANCE WITH MUTCD STANDARDS AND BE APPROVED PRIOR TO ORDERING WITH THE CITY. LOCATIONS OF THE SIGNS SHALL BE COORDINATED WITH THE MARSHALLTOWN STREETS DEPARTMENT PRIOR TO PLACEMENT. OPERATION OF SIGNS SHALL BE VERIFIED PRIOR TO CLOSE OUT OF PROJECT. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH PEDESTRIAN SIGN GROUP INSTALLED WITH THE ABOVE DESCRIBED FEATURES.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

QUANTITIES & REFERENCE

INFORMATION

PROJECT NO. 1678
SHEET NO. C.02

J:\1678.dwg(Sheets\1678-C-Sheets (Quantities).dwg - C.03 - 09-22-20 - 3:25pm - HAT323

ESTIMATE REFERENCE		
ITEM NO.	ITEM	DESCRIPTION
25	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 8020. PAVEMENT MARKINGS SHALL BE TWO CROSS WALKS AND A STOP BAR AT THE INTERSECTIONS OF 12TH AVENUE AND ANSON STREET AND AS A CROSS WALK AT THE INTERSECTION OF W OLIVE STREET AND 17TH AVENUE. LAYOUT, SURFACE PREPARATION AND CLEANING, APPLICATION OF MARKING PAINT, PROTECTION FROM TRAFFIC IF NEEDED, AND WEATHER PROTECTION IF NEEDED SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE.
26	FENCE RELOCATION	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9060 FOR CHAIN LINK FENCE. THIS ITEM REFERS TO THE FENCE RELOCATION AT BT PROPERTY (12TH AVENUE STORAGE). REFER TO THE D SHEETS FOR LOCATION AND THE B SHEETS FOR ADDITIONAL INFORMATION ON FENCE RELOCATION. REMOVAL OF VEGETATION; REMOVAL OF FENCE FABRIC; REMOVAL OF POSTS & HARDWARE APPURTENANCES; POSTS; REMOVAL OF CONCRETE ENCASEMENT FROM POSTS; STORAGE AND SALVAGING OF THE REMOVED FENCING MATERIALS TO PREVENT DAMAGE; REINSTALLATION OF THE POSTS AND FABRIC, INCLUDING ALL APPURTENANCES; NEW CONCRETE POST ENCASEMENT; AND REPLACEMENT OF ANY FENCE PARTS THAT ARE NOT ABLE TO BE SALVAGED AND REINSTALLED SHALL BE INCLUDED IN THIS BID ITEM. ELECTRONICALLY OPENED GATE, WIRING, AND CONTROL PAD SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGED FENCING COMPONENTS CAUSED BY REMOVAL SHALL BE REPALCED AT THE CONTRACTOR'S EXPENSE. ANY ADDITIONAL FENCING OR POSTS NEEDED FOR RELOCATION AND PROVIDING TEMPORARY ACCESS TO THE SITE SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. COMPENSATION SHALL BE AT THE CONTRACT LUMP SUM PRICE.
27	MACADAM STONE	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9040 FOR RIP RAP, EXCEPT THE MATERIAL SHALL COMPLY WITH IOWA DOT GRADATION NO 13. REFER TO THE B AND D SHEETS FOR LOCATIONS AND ADDITIONAL INFORMATION OF STONE PLACEMENT. ALL STONE SHALL BE PLACED ON ENGINEERING FABRIC AND TO PREVENT EROSION AT INLETS AND OUTLETS OF STORM WATER CONVEYANCE PIPES AND DRAINS. ALL STONE SHALL BE PLACED BY EXCAVATING EXISTING GROUND AND PLACED SO THE TOP OF ROCK TRANSITIONS SMOOTHLY TO THE SURROUNDING GROUND. ITEM INCLUDES EXCAVATION FOR STONE, MACADAM STONE, PLACEMENT OF MATERIAL, ENGINEERING FABRIC AND ITS INSTALLATION, AND SHAPING OF ADJACENT GROUND. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER TON OF STONE PLACED, AS VERIFIED BY CERTIFIED ROCK TICKETS.
28	TRENCH DRAIN, 2' x 6'	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATION WHICH SUPPLEMENTS SUDAS SECTION 4020 FOR LINEAR TRENCH DRAINS AND SECTION 7030 FIGURE MD-4. REFER TO B SHEETS FOR ADDITIONAL INFORMATION. TRENCH DRAINS SHALL BE PLACED PERPENDICULAR TO THE DIRECTION OF THE SIDEWALK AT THE LOCATION SPECIFIED ON THE D SHEETS. TRENCH DRAIN COVERS SHALL BE R-4999-DX CASTING TOP. EXCAVATION, FORMWORK, CONCRETE FOR TRENCH DRAIN PAN, REINFORCEMENT, REMOVAL OF FORMWORK, PLACEMENT OF TRENCH DRAIN CASTING AND ITS COMPONENTS, AND SHAPING OF ADJACENT GROUND TO DRAIN SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND PAYMENT SHALL BE PER EACH 6-FOOT LONG TRENCH DRAIN INSTALLED.
29-30	WATTLES, INSTALLATION AND REMOVAL	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFIATIONS WHICH SUPPLEMENT SUDAS SECTION 9040. REFER TO THE R SHEETS FOR ADDITIONAL INFORMATION AND LOCATIONS. REFER TO SUDAS FIGURE 9040.105. WATTLES, ANCHORING STAKES, MAINTENANCE, REMOVAL OF SEDIMENT, REPAIR, INSPECTION, REMOVAL OF DEVICE, AND ANY ADDITIONAL STORM WATER POLLUTION PREVENTION DEVICES DEEMED NECESSARY SHALL BE CONSIDERED INCIDENTAL TO THESE BID ITEMS. MEASUREMENT AND PAYMENT SHALL BE PER LINEAR FOOT OF WATTLE INSTALLED OR REMOVED.
31-33	SILT FENCE, INSTALLATION, REMOVAL OF SEDIMENT, & REMOVAL OF DEVICE	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFIATIONS WHICH SUPPLEMENT SUDAS SECTION 9040. REFER TO THE R SHEETS FOR ADDITIONAL INFORMATION AND LOCATIONS. REFER TO SUDAS FIGURE 9040.119. SILT FENCE, ANCHORING POSTS, MAINTENANCE, REMOVAL OF SEDIMENT, REPAIR, INSPECTION, REMOVAL OF DEVICE, AND ANY ADDITIONAL STORM WATER POLLUTION PREVENTION DEVICES DEEMED NECESSARY SHALL BE CONSIDERED INCIDENTAL TO THESE BID ITEMS. MEASUREMENT AND PAYMENT SHALL BE PER LINEAR FOOT OF SILT FENCE INSTALLED, SEDIMENT REMOVED OR DEVICE REMOVED.
34-35	INLET PROTECTION DEVICE, INSTALLATION & REMOVAL OF DEVICE	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTION 9040 FOR FILTER SOCKS. REFER TO THE DETAIL ON THE B SHEETS AND THE R SHEETS FOR ADDITIONAL INFORMATION AND LOCATION. MEASUREMENT AND PAYMENT SHALL BE FOR EACH INLET PROTECTION DEVICE INSTALLED OR REMOVED.
36	STABILIZED CONSTRUCTION ENTRANCE	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9040. REFER TO FIGURE 9040.120 FOR ADDITIONAL INFORMATION. REFER TO R SHEET FOR POSSIBLE USAGE, AS APPROVED DURING CONSTRUCTION BY THE CITY. ROCK, SUBGRADE STABILIZATION FABRIC, LABOR, MATERIALS, EQUIPMENT, MAINTENANCE OF ENTRANCE, AND REMOVAL OF ENTRANCE AT THE CONCLUSION OF THE PROJECT SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER EACH CONSTRUCTION ENTRANCE INSTALLED AND REMOVED.
37	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTION 9010 AND SHALL BE HYDRAULIC TYPE 1 SEEDING. REMOVAL OF ROCK AND OTHER DEBRIS FORM THE AREA, REPAIRING RILLS AND WASHERS, PREPARING THE SEEDBED, FURNISHING AND PLACING SEED BY HYDRAULIC METHOD INCLUDING ANY TREATMENT REQUIRED, FURNISHING AND PLACING FERTILIZER AND MULCH, AND CARE RELATED TO PROMOTING GERMINATION SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. SHOULD THE SEED NOT GERMINATE THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXPENSES RELATED TO PERFORMING RE-SEEDING, FERTILIZING, AND MULCHING THE AREA. SEEDING SHALL BE COMPLETED WITHIN THE SEEDING TIMEFRAMES AS SHOWN IN SECTION 9010. ALL DISTURBED AREAS IN THE GREEN SPACE SHALL BE SEEDED, FERTILIZED, AND MULCHED. PAYMENT SHALL BE AT THE CONTRACT LUMP SUM PRICE.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA

Clapsaddle-Garber Associates, Inc

16 East Main Street

Marshalltown, Iowa 50158

Ph 641-752-4701

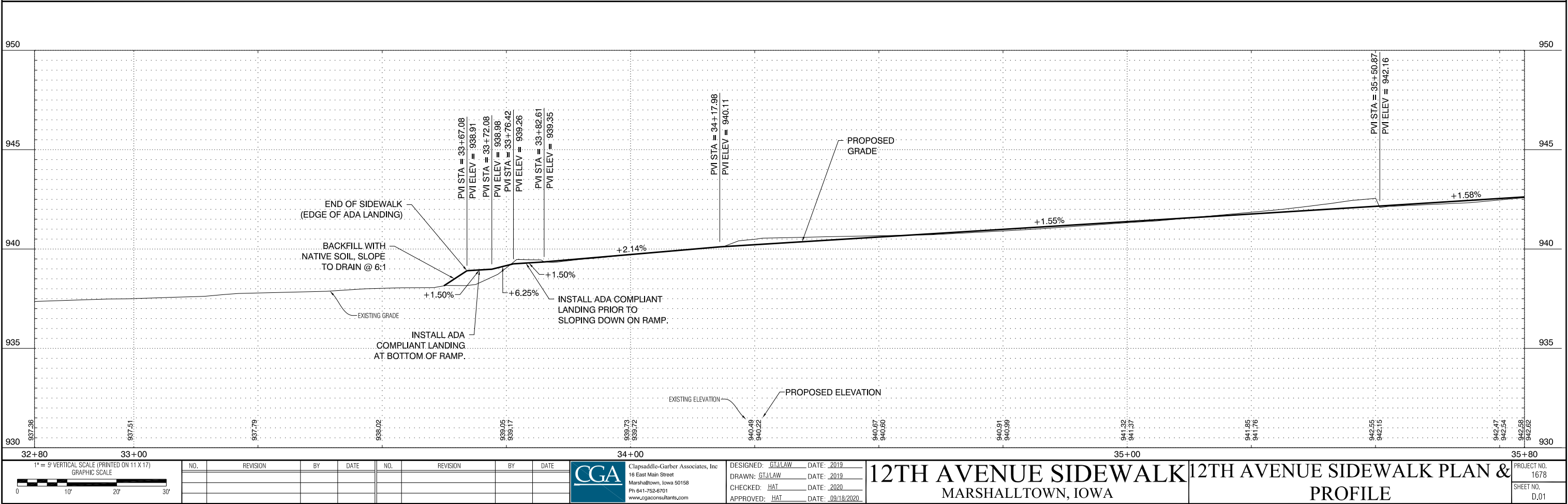
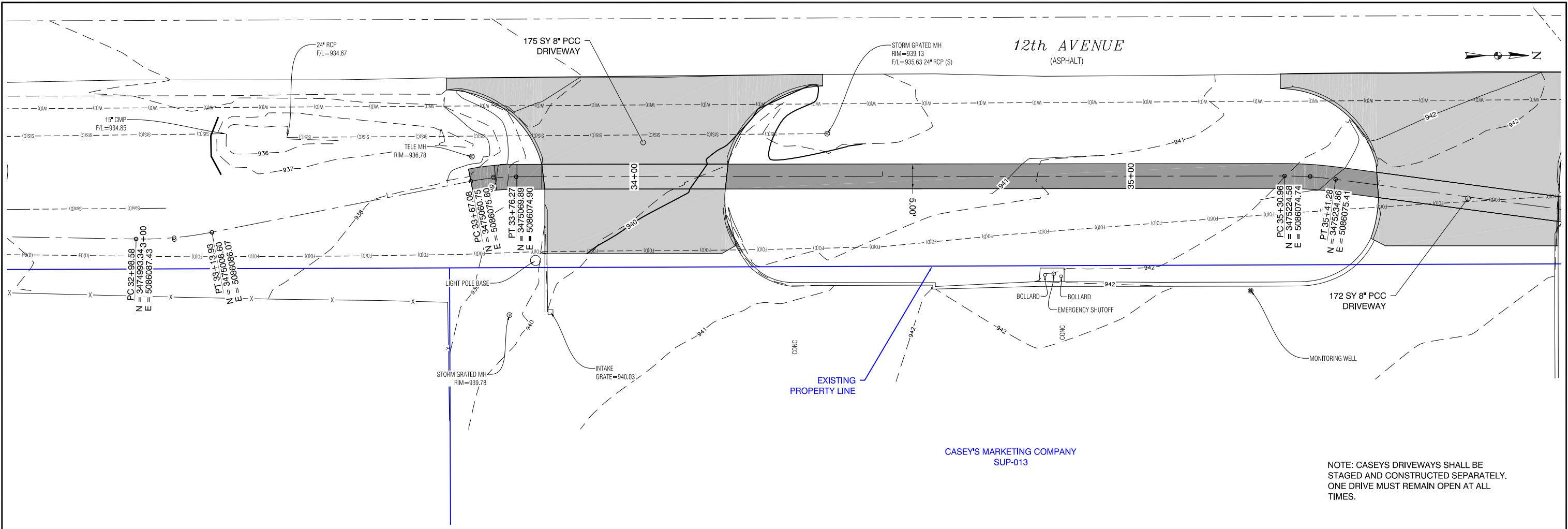
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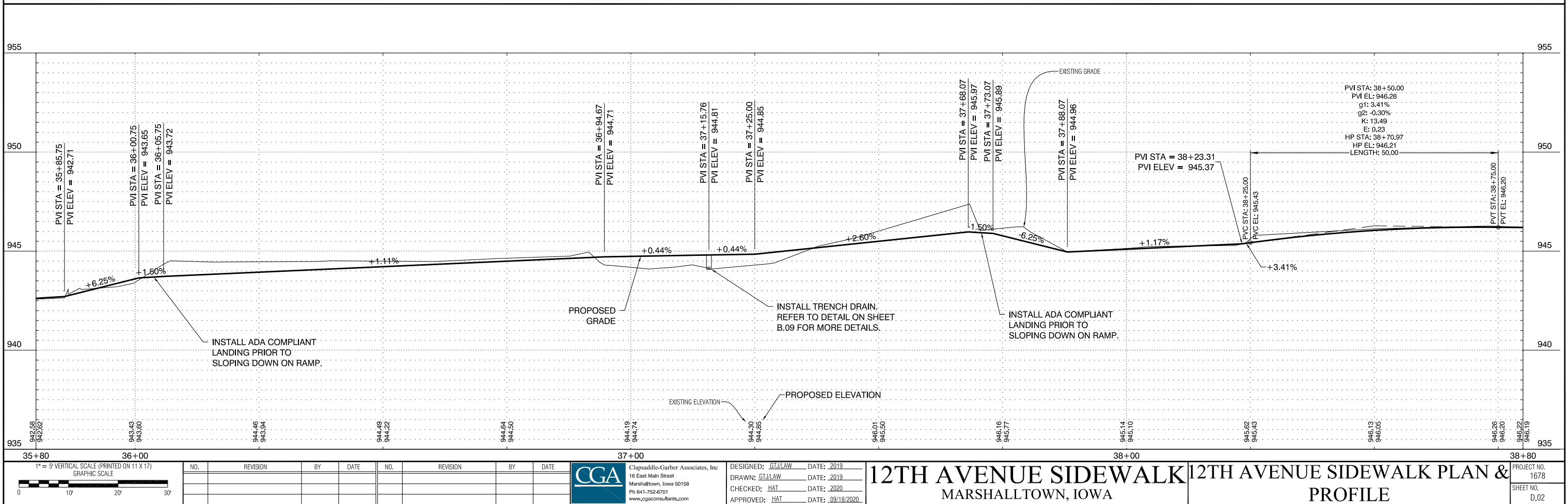
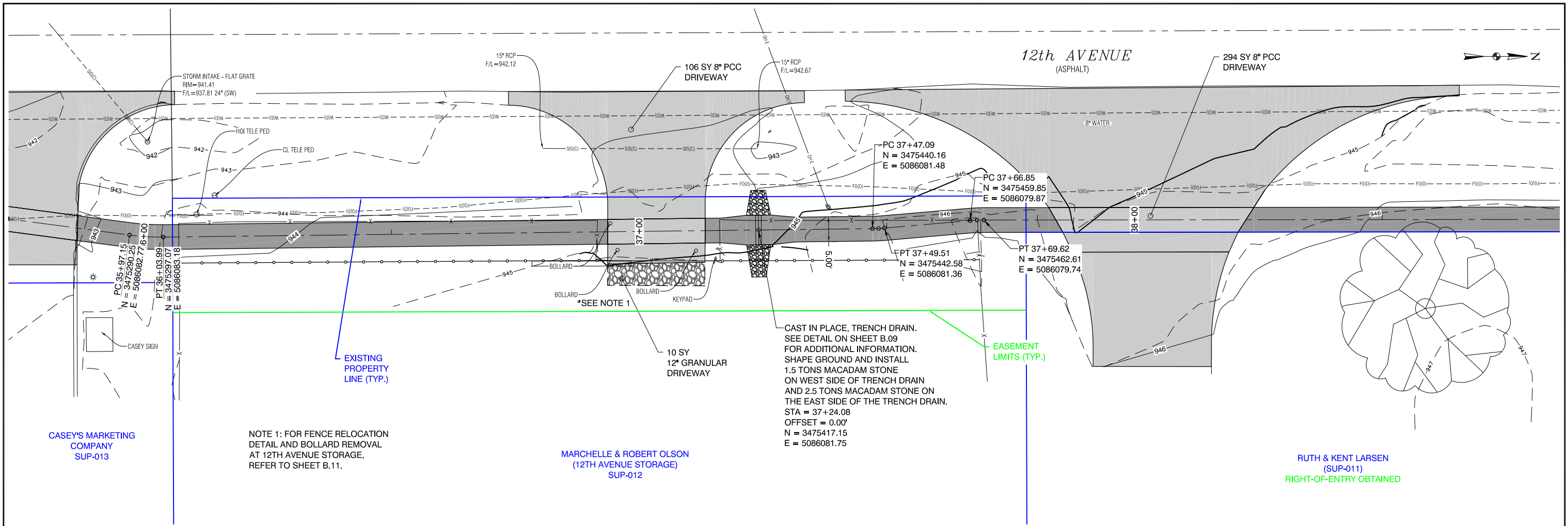
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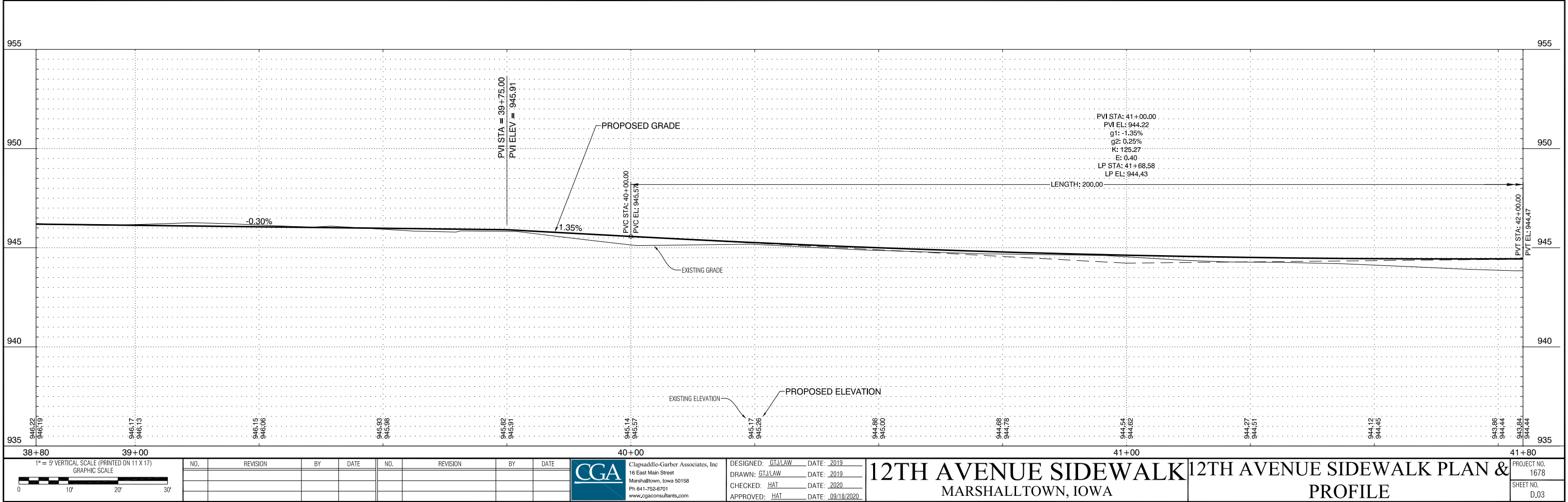
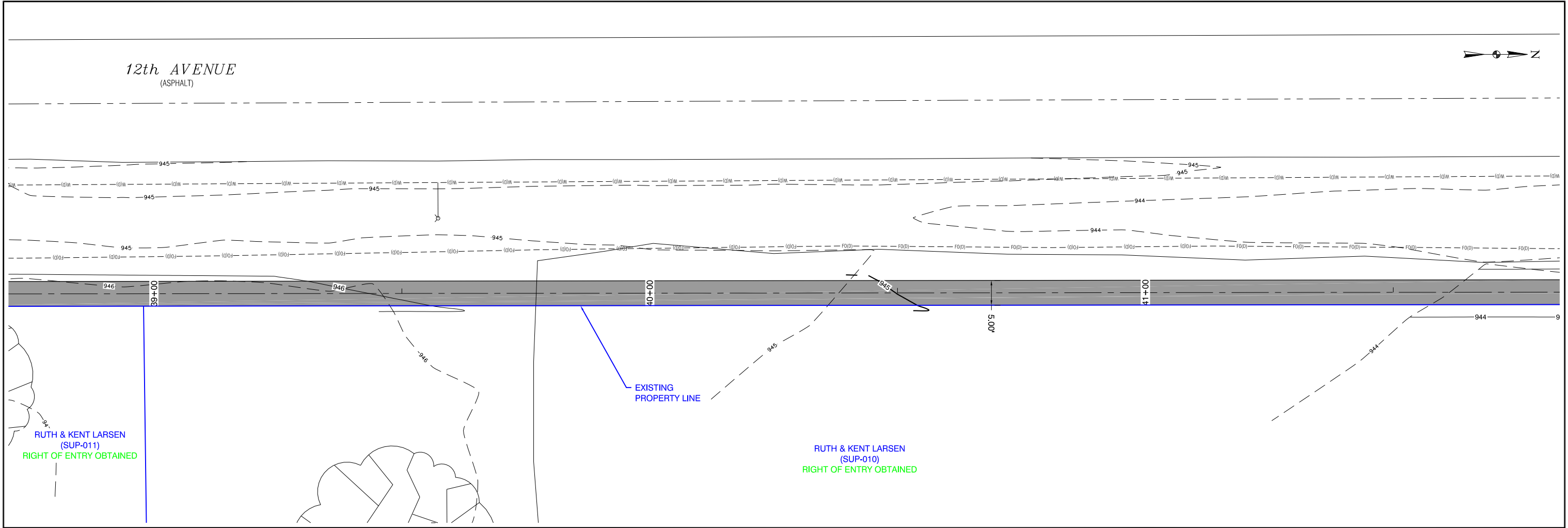
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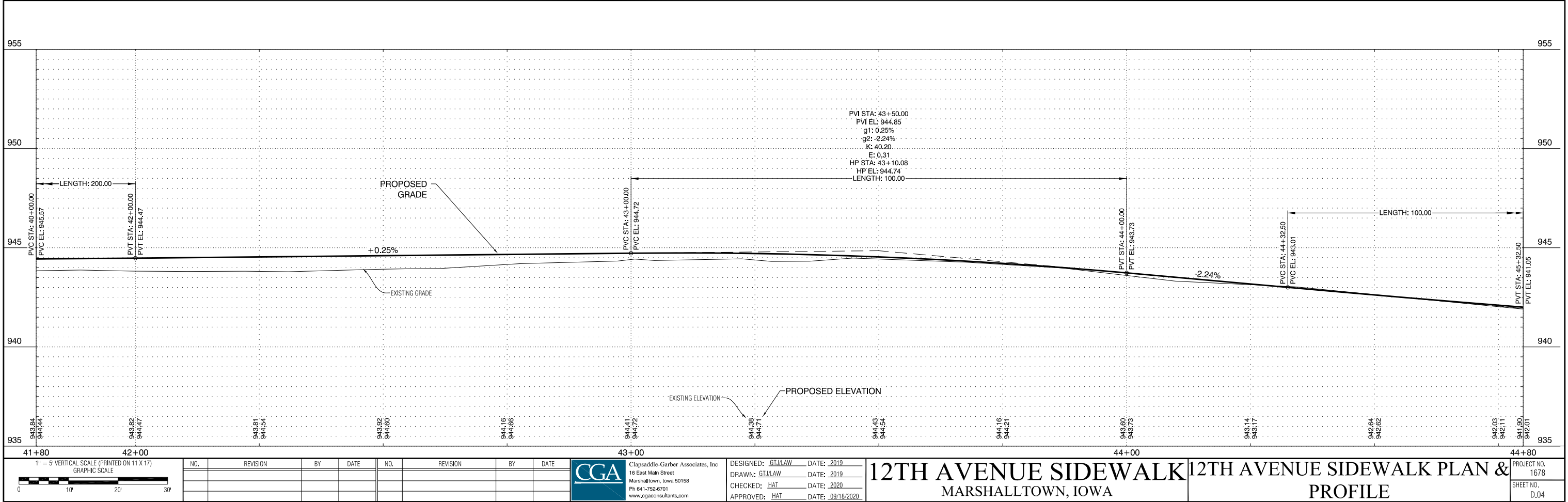
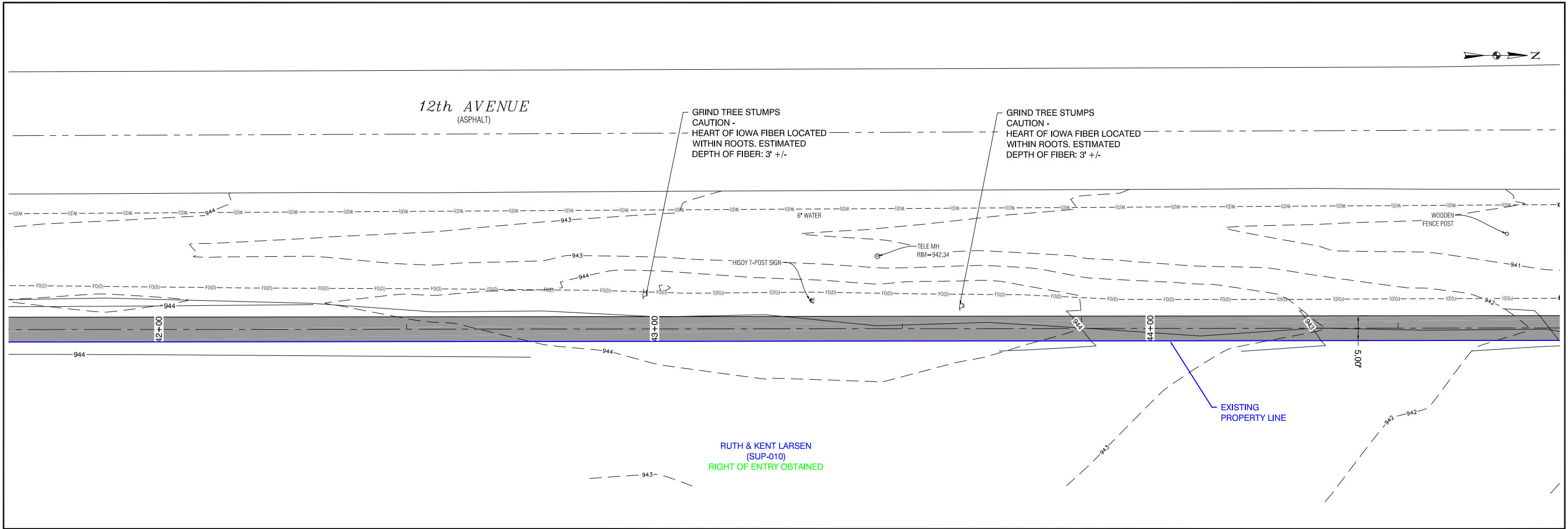
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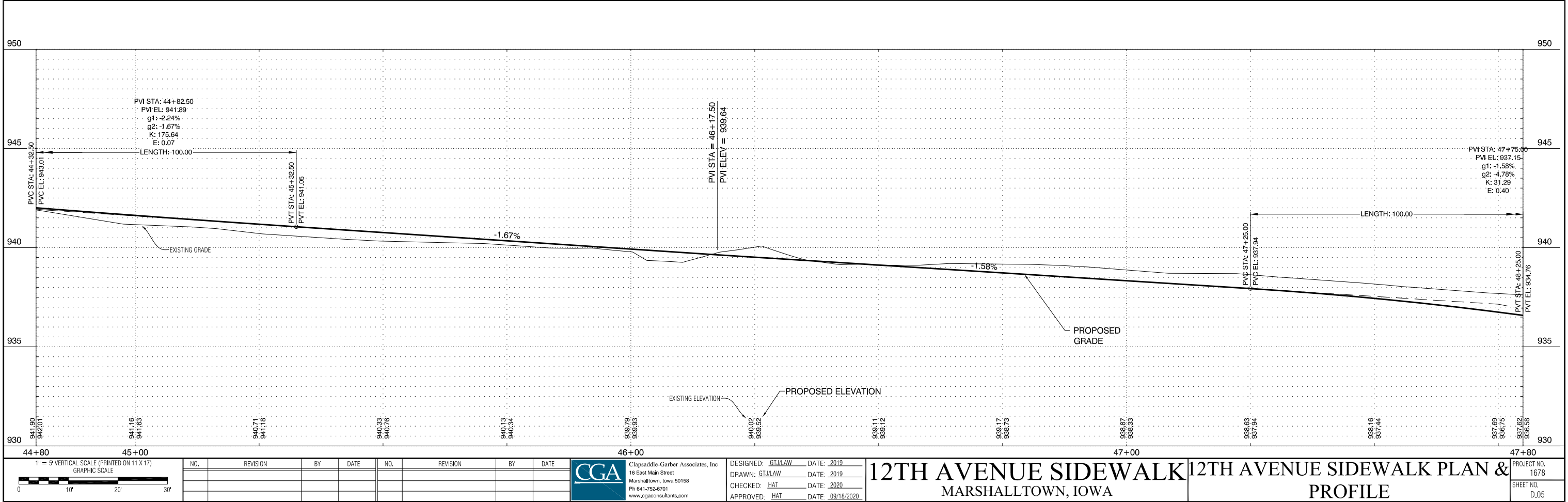
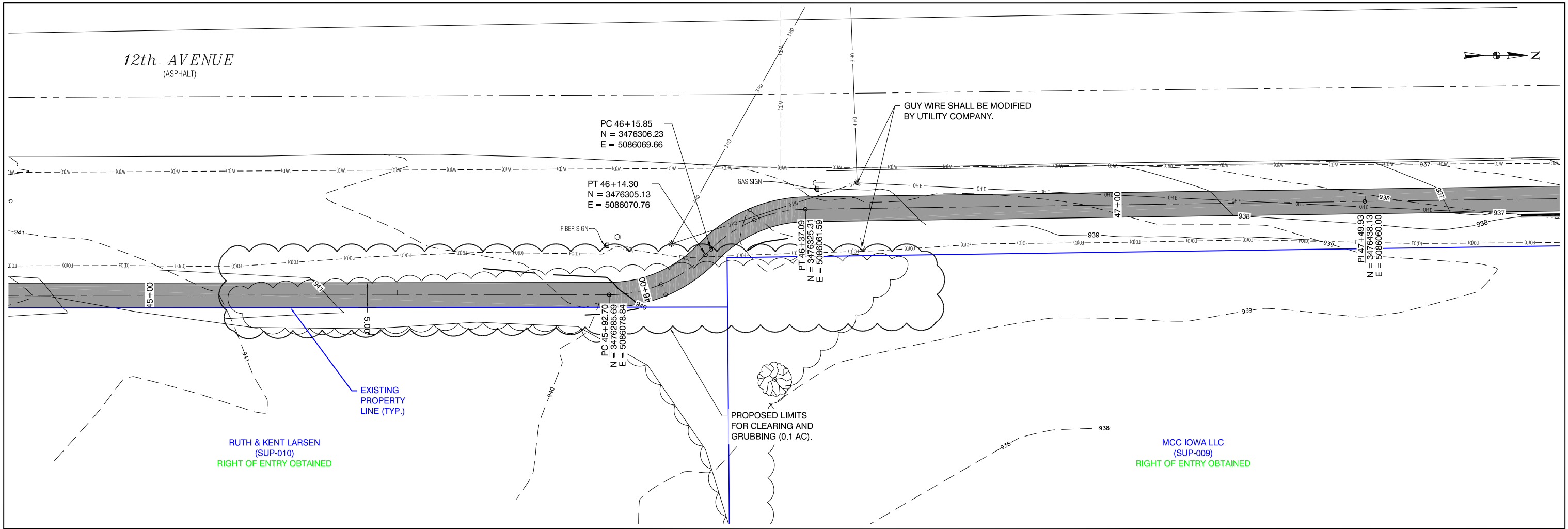
QUANTITIES & REFERENCE INFORMATION	
PROJECT NO.	1678
SHEET NO.	C.03

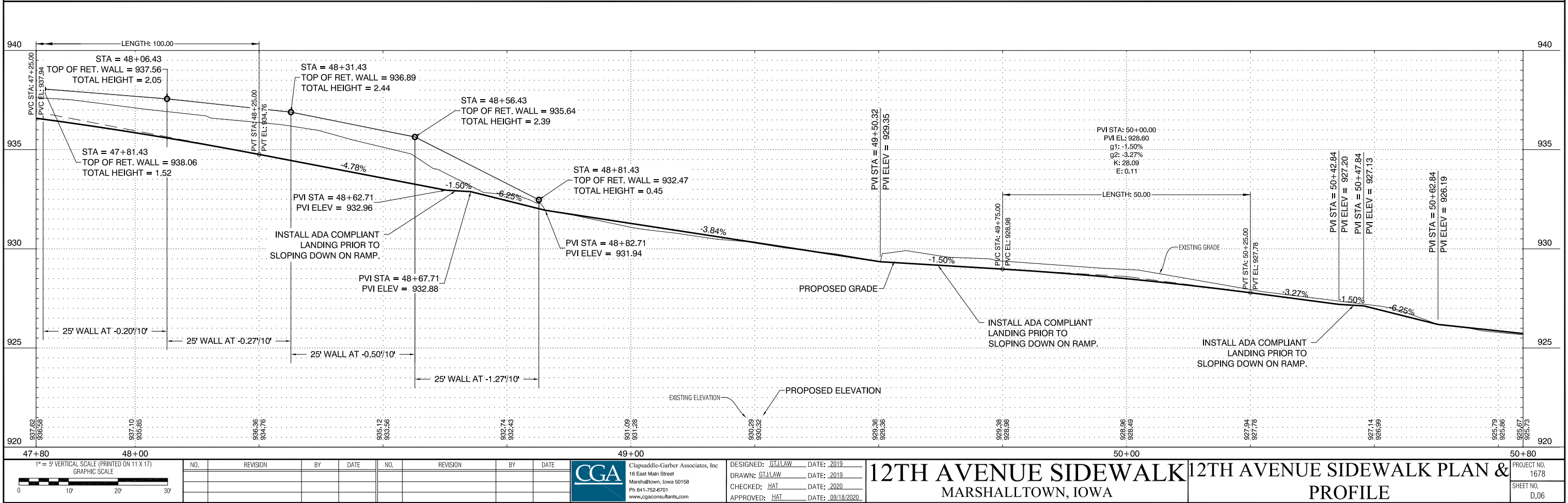
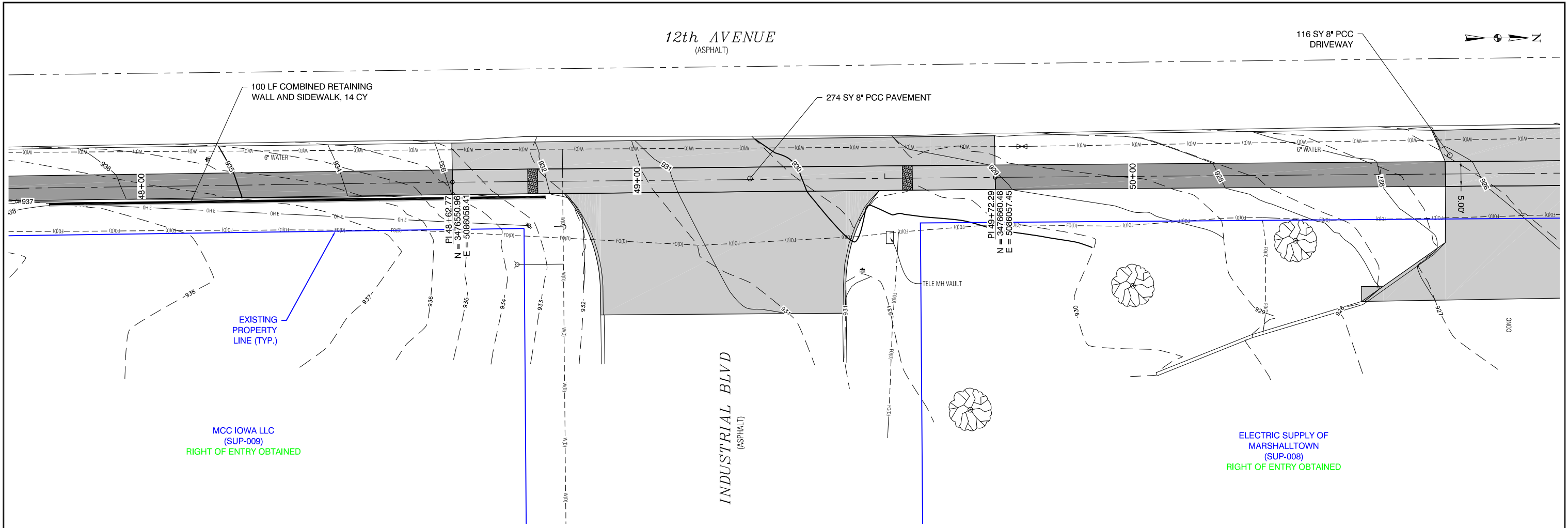


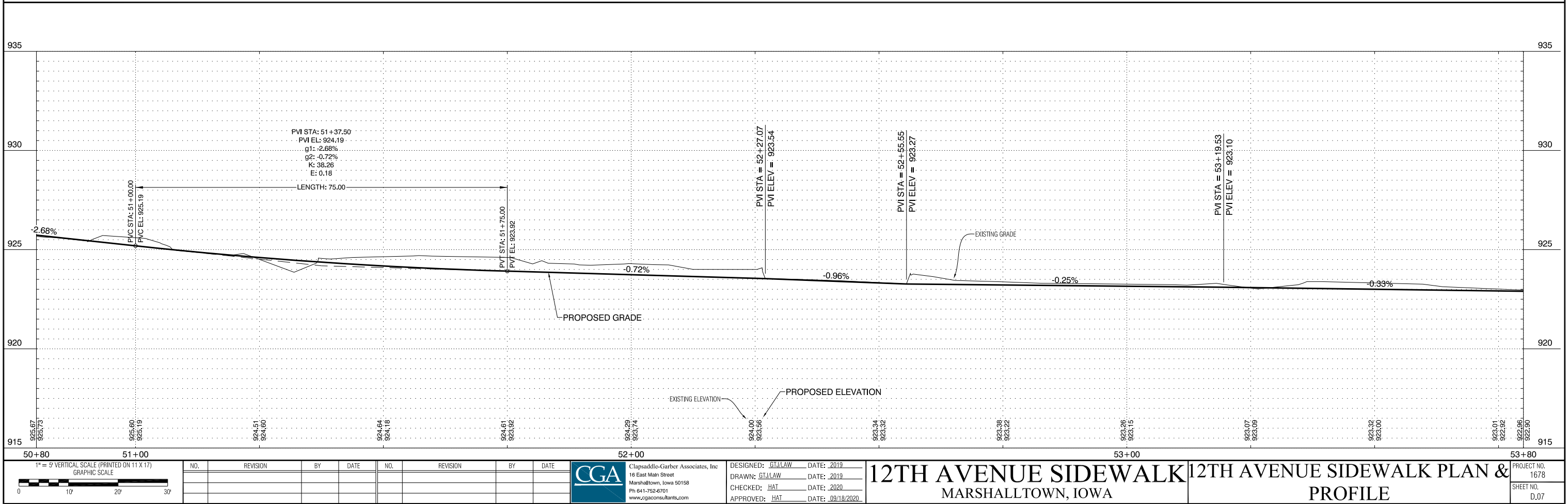
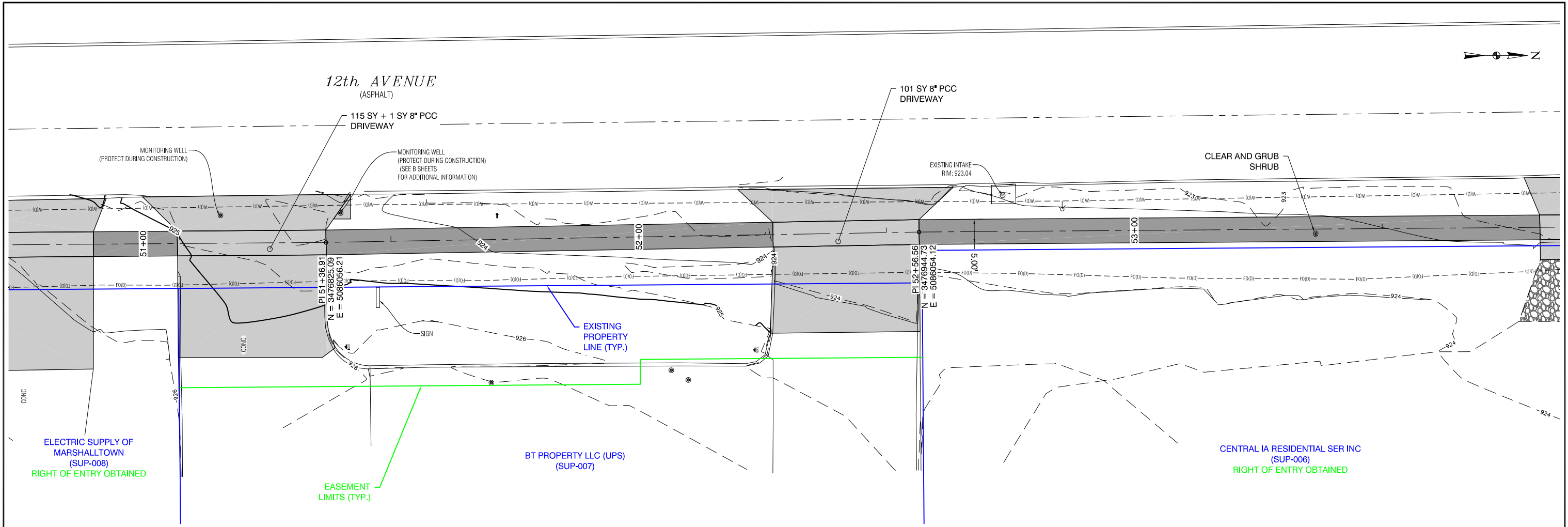












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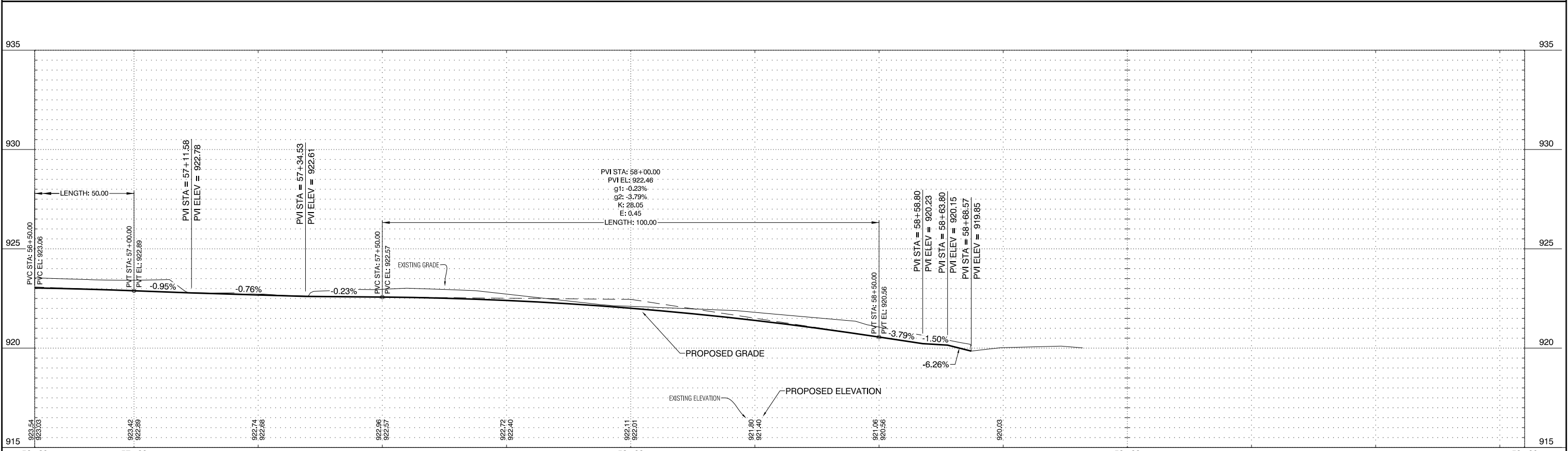
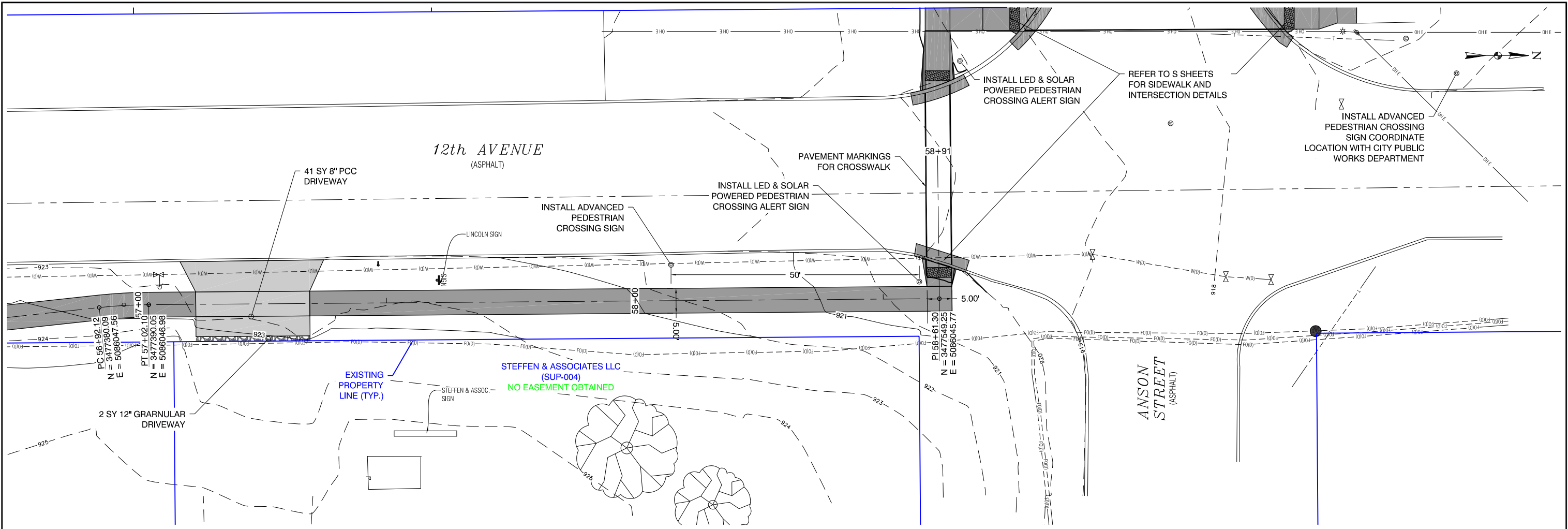
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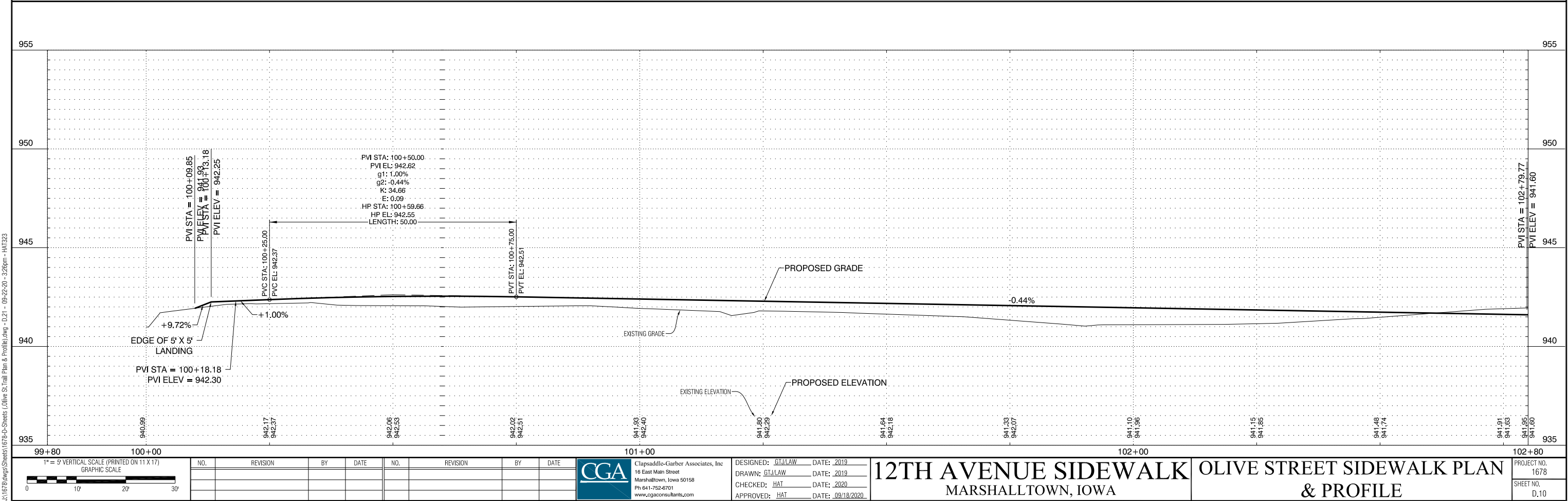
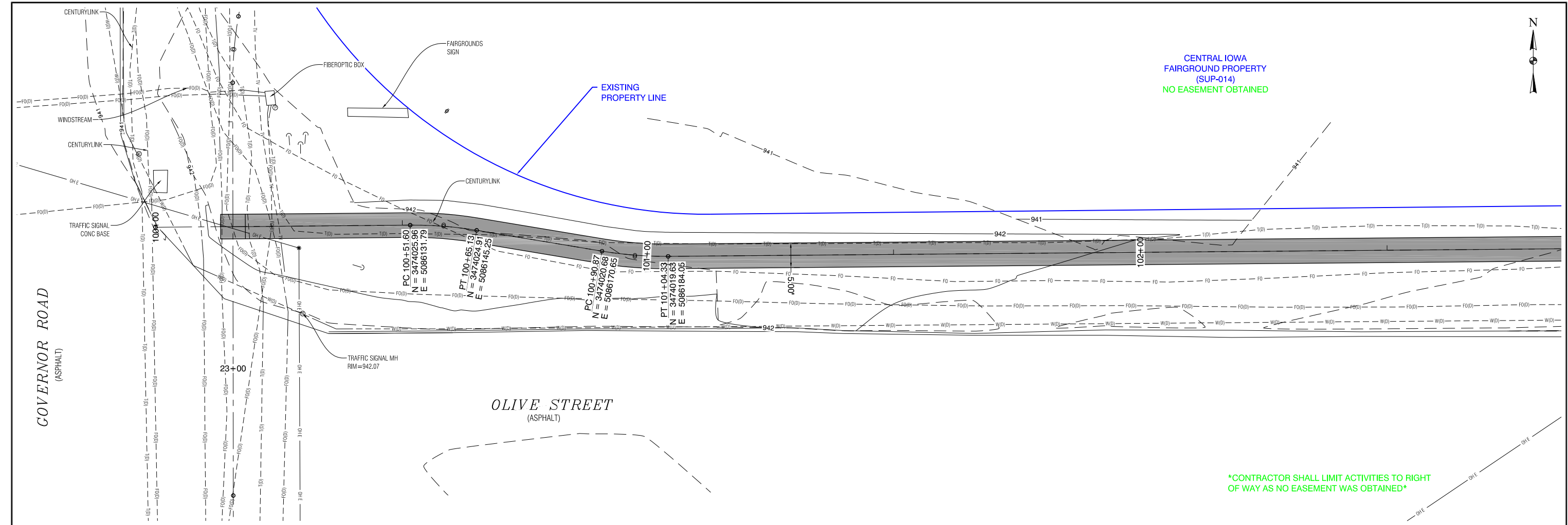
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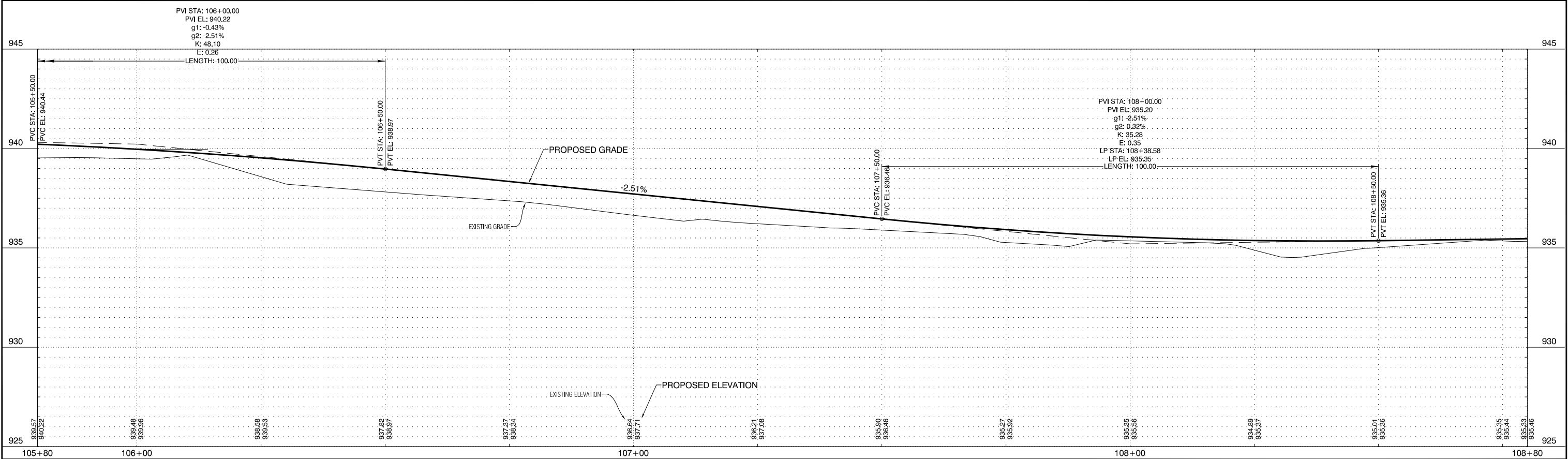
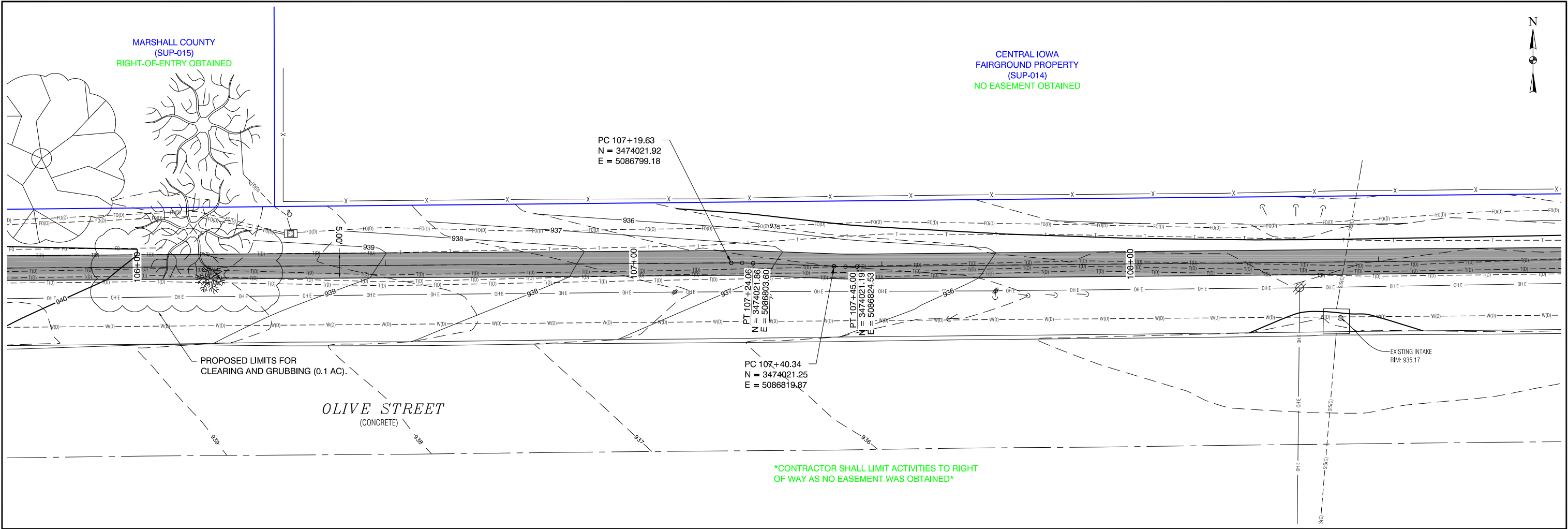
12TH AVENUE SIDEWALK PLAN & PROFILE

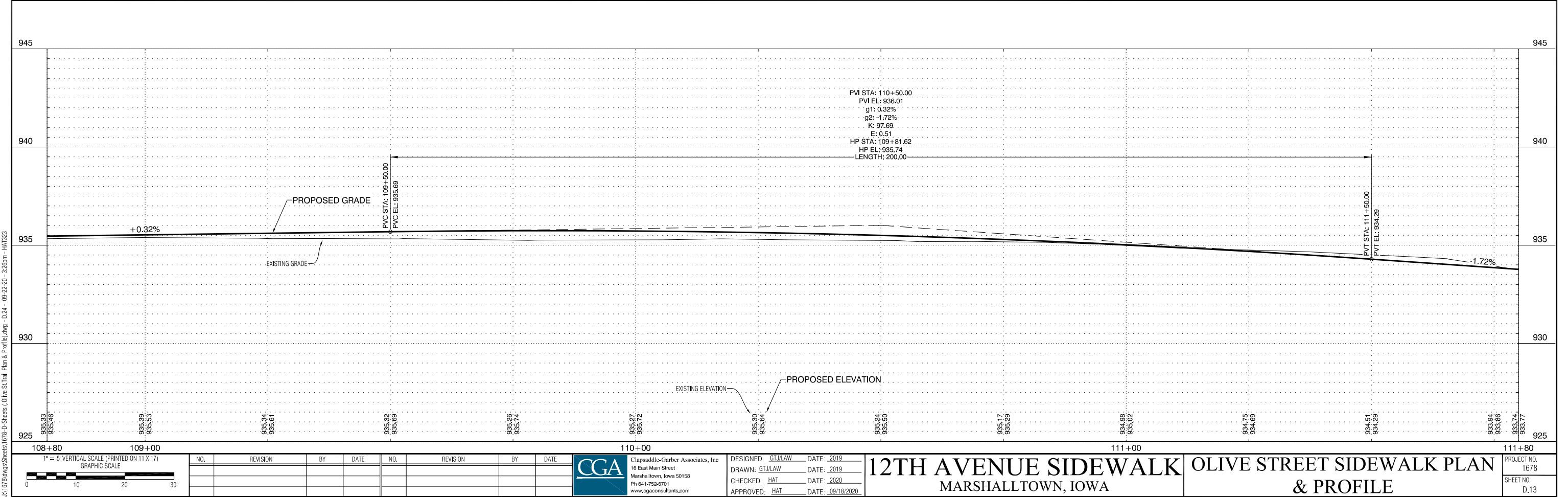
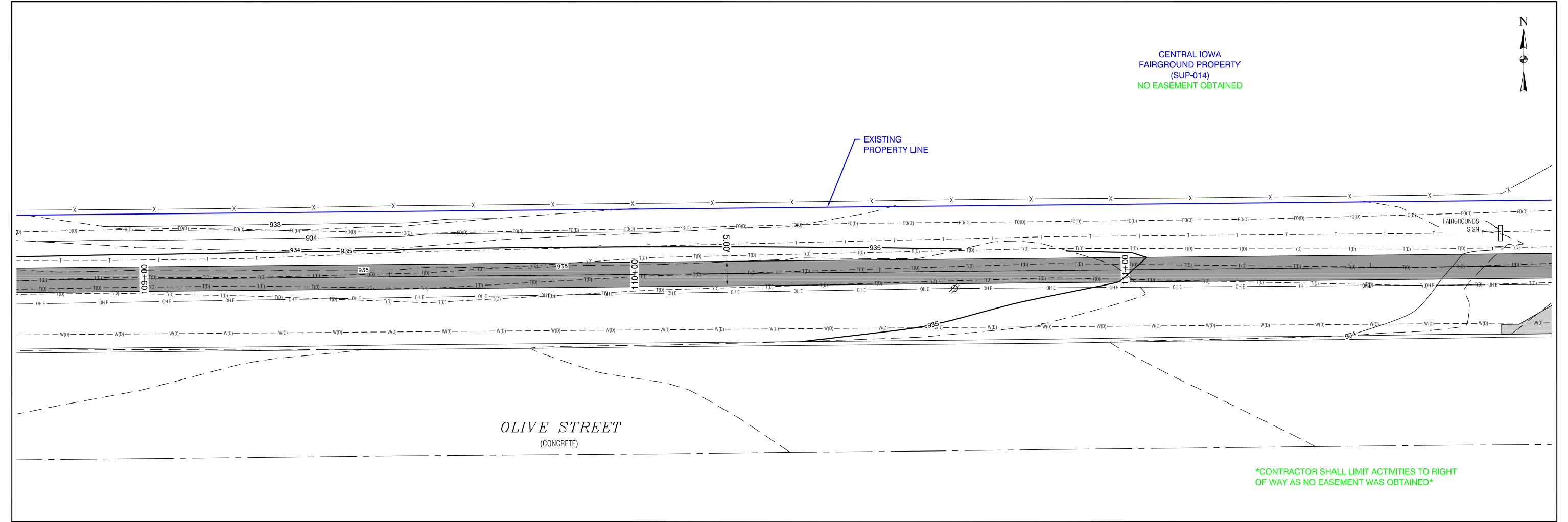
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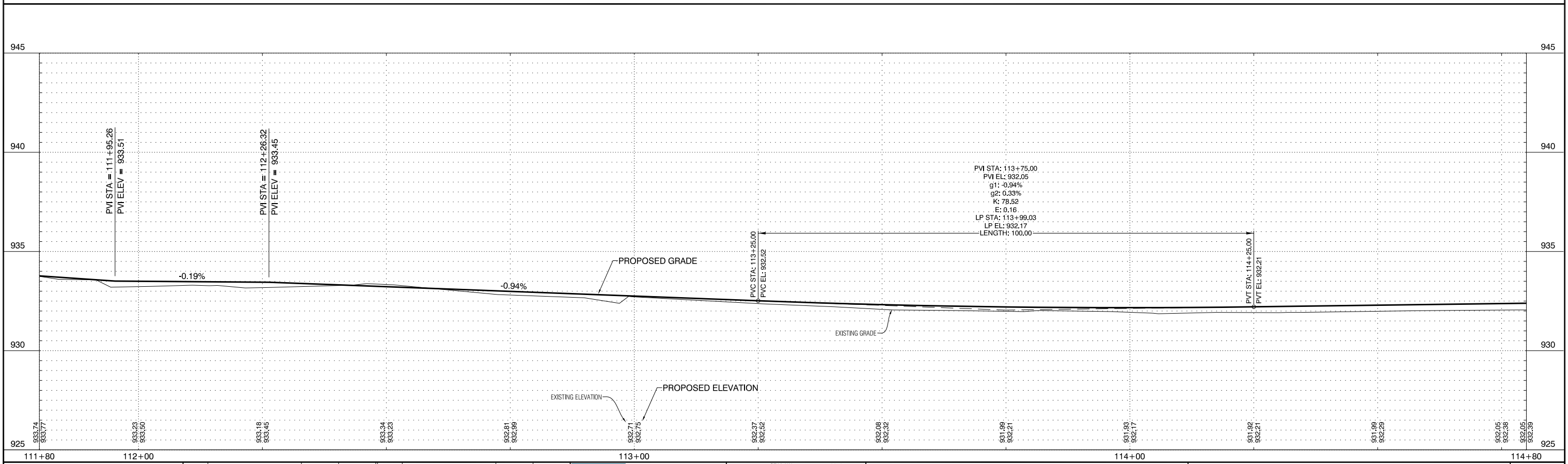
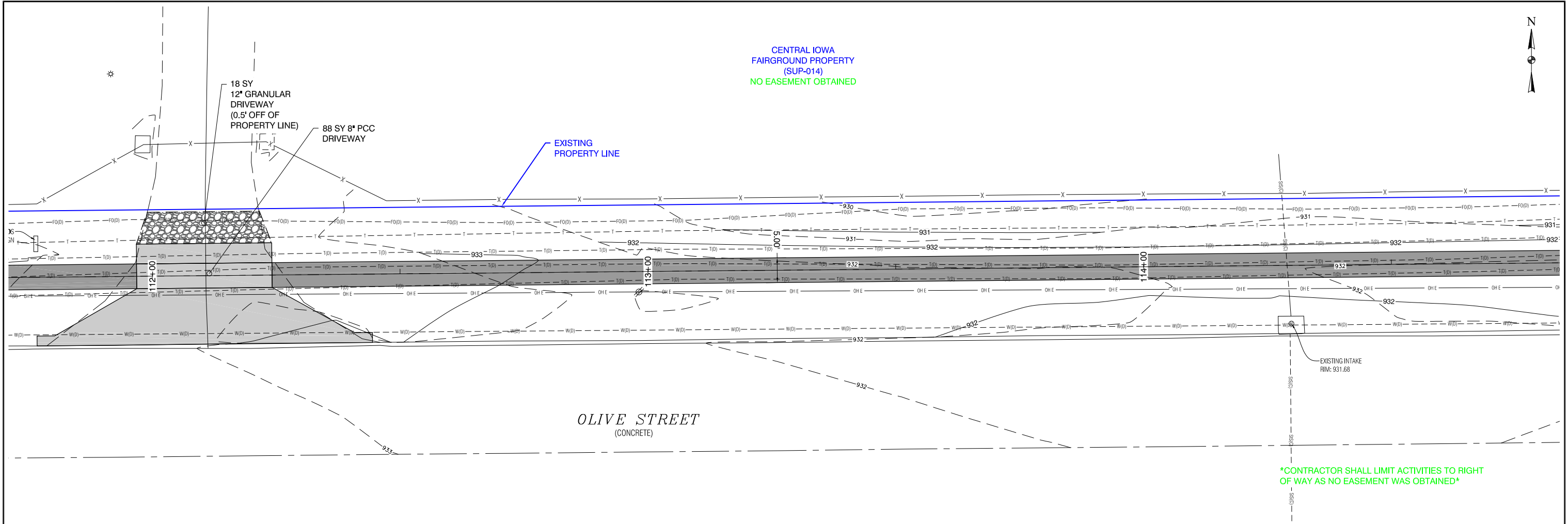
SHEET NO. D.07











1" = 9' VERTICAL SCALE (PRINTED ON 11 X 17)

GRAPHIC SCALE

0

10'

20'

30'

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APPROVED: HAT

DATE: 08/18/2020

12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

OLIVE STREET SIDEWALK PLAN

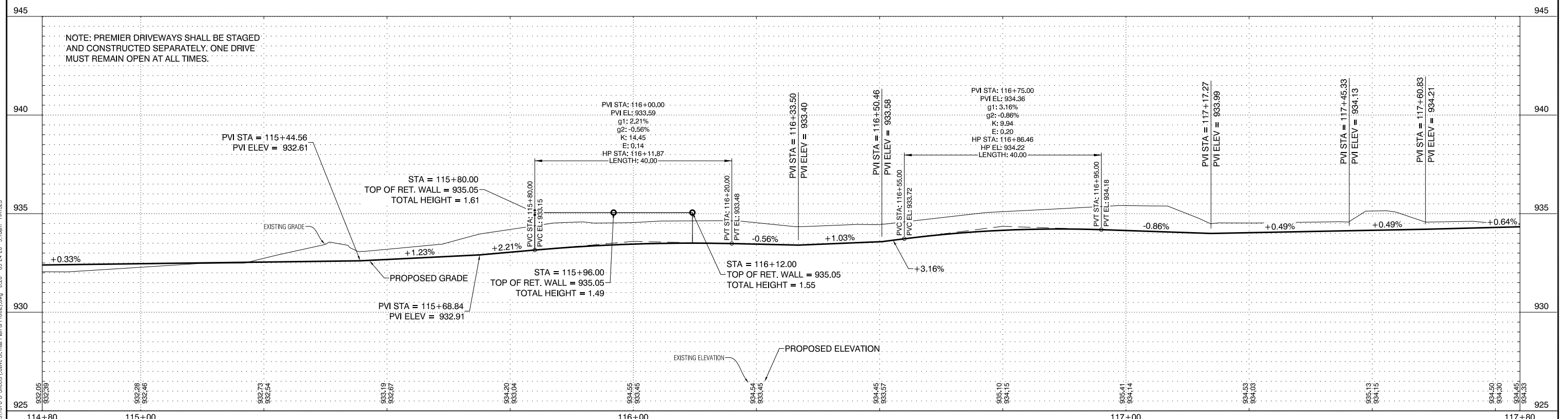
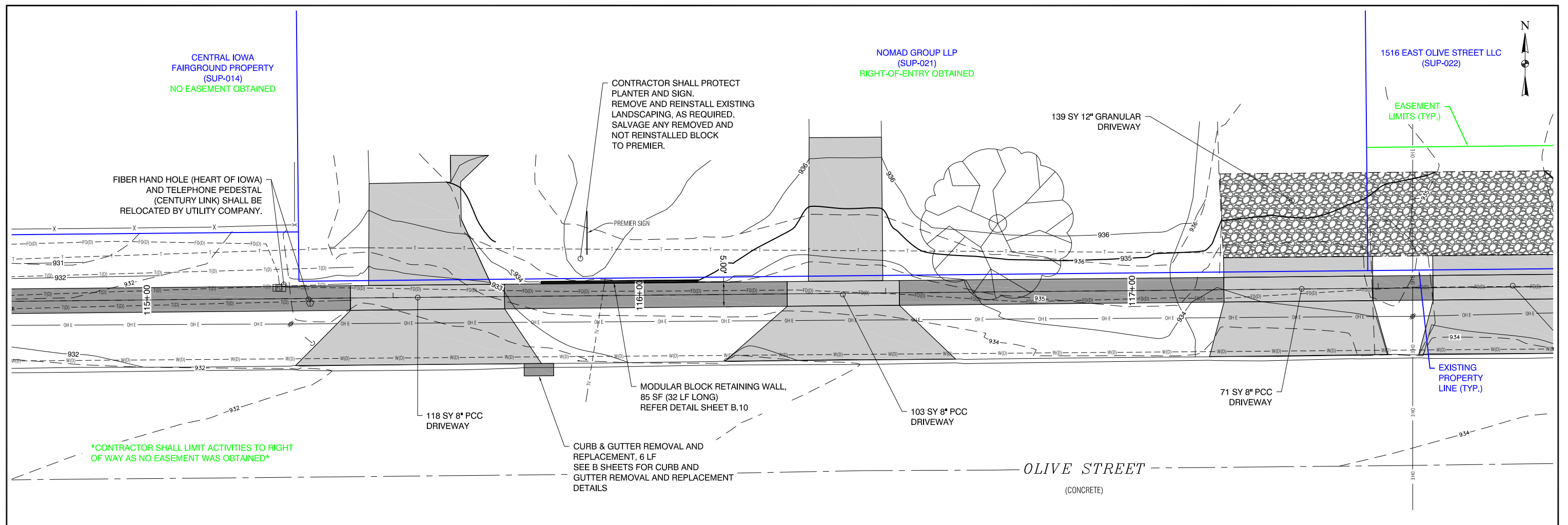
& PROFILE

PROJECT NO.

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SHEET NO.

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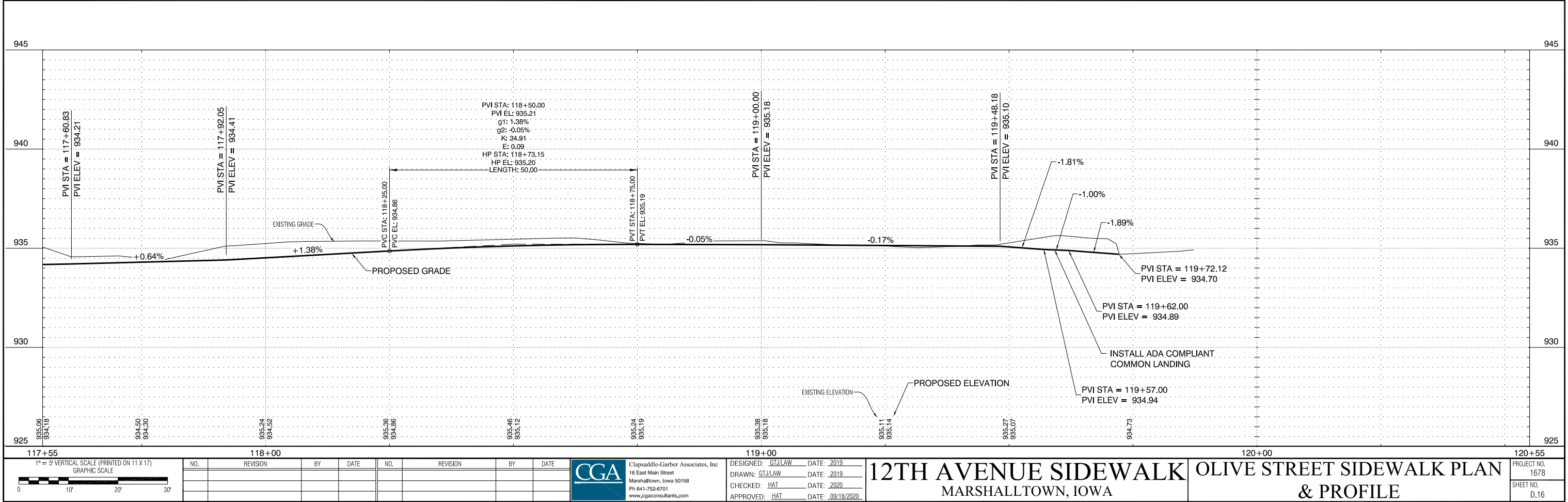
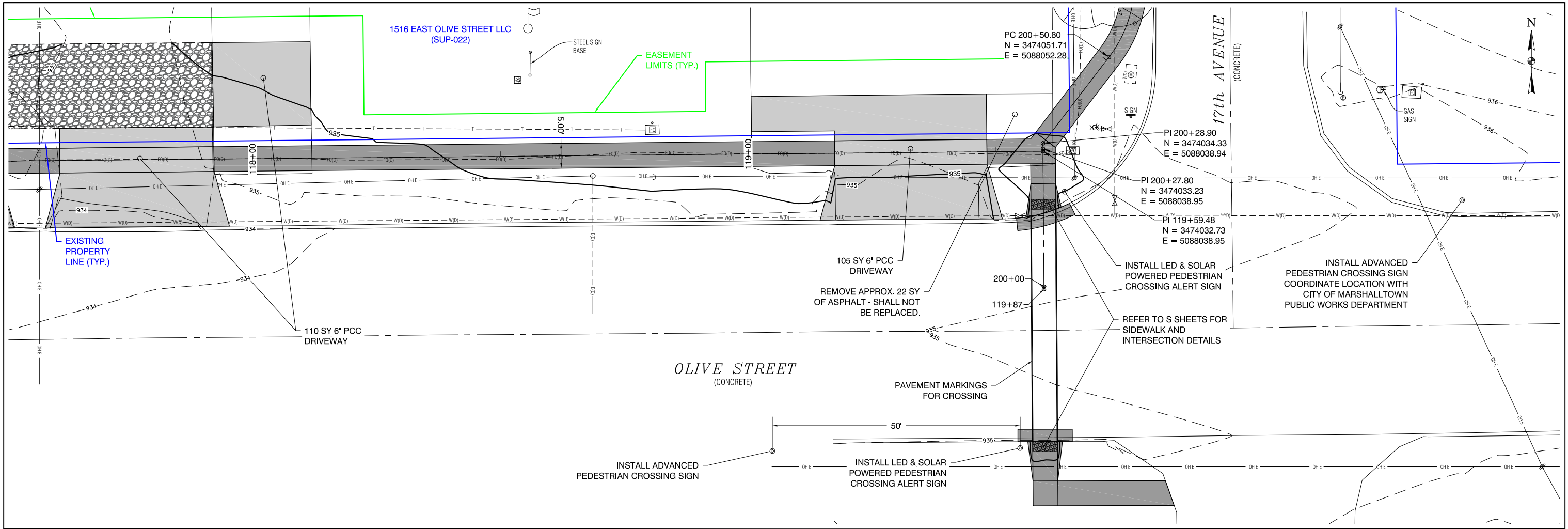
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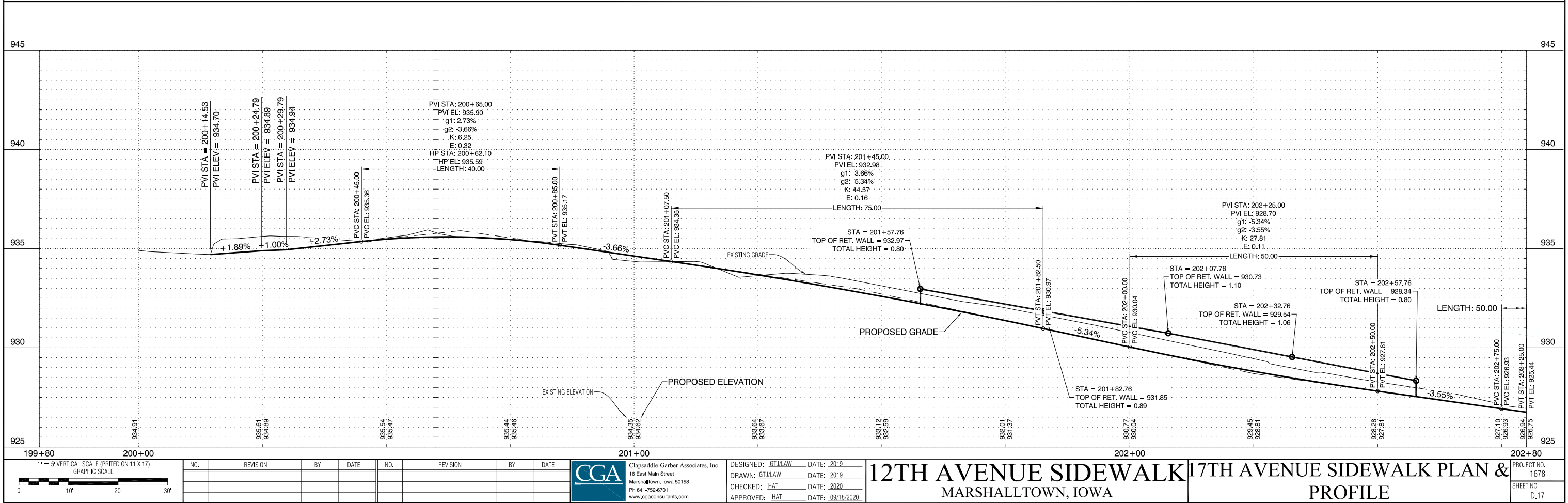
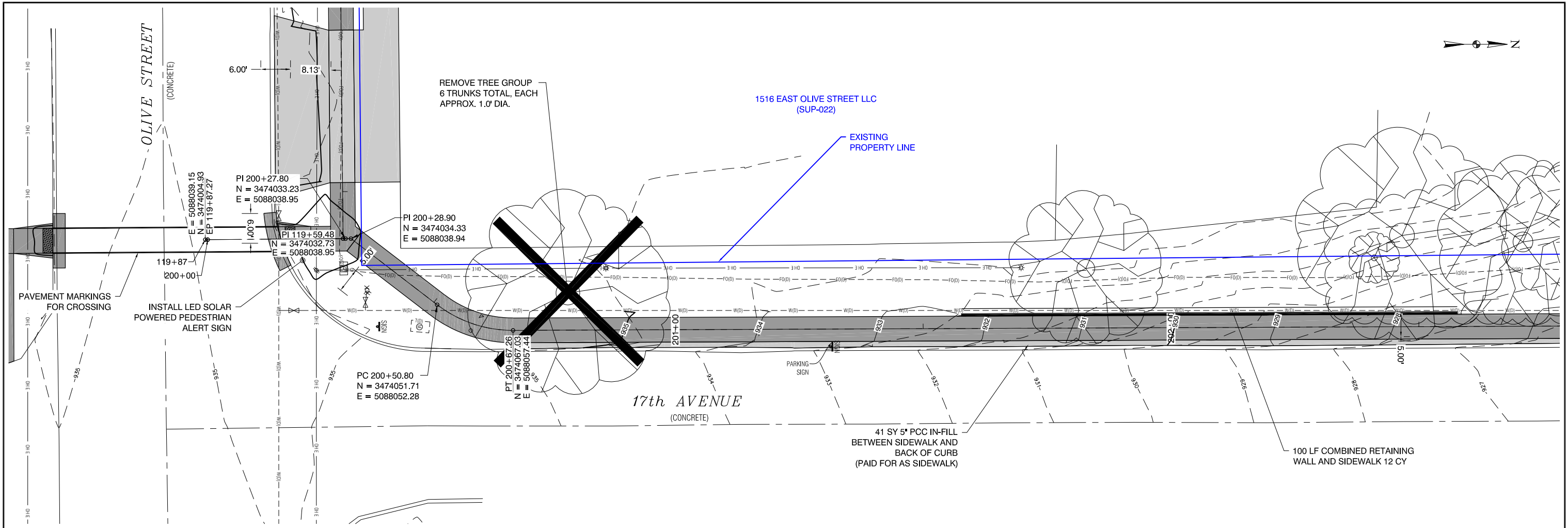
MARSHALLTOWN, IOWA

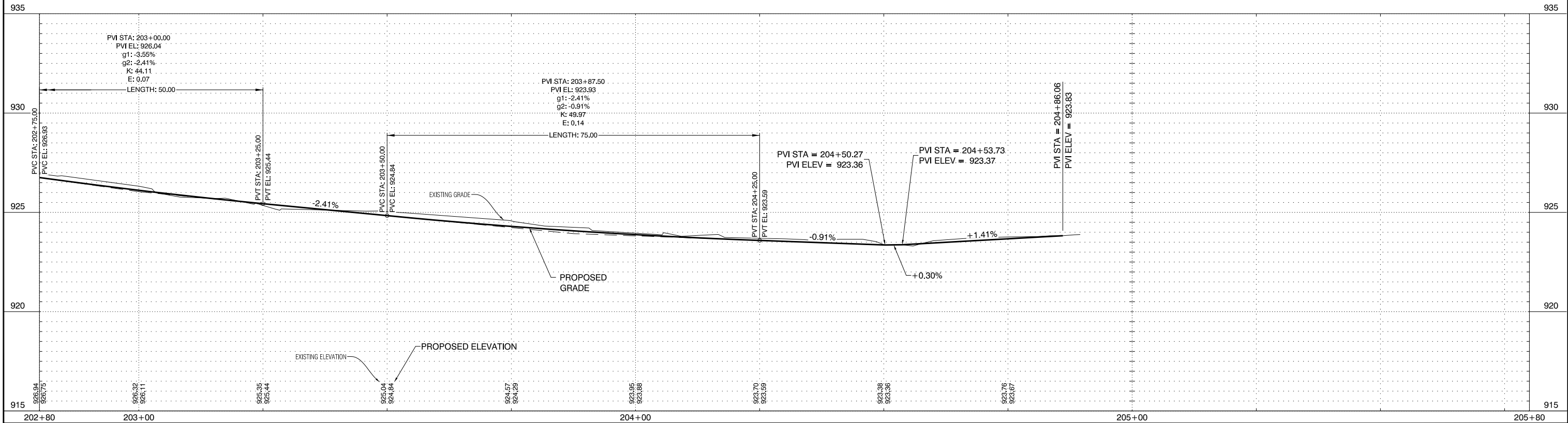
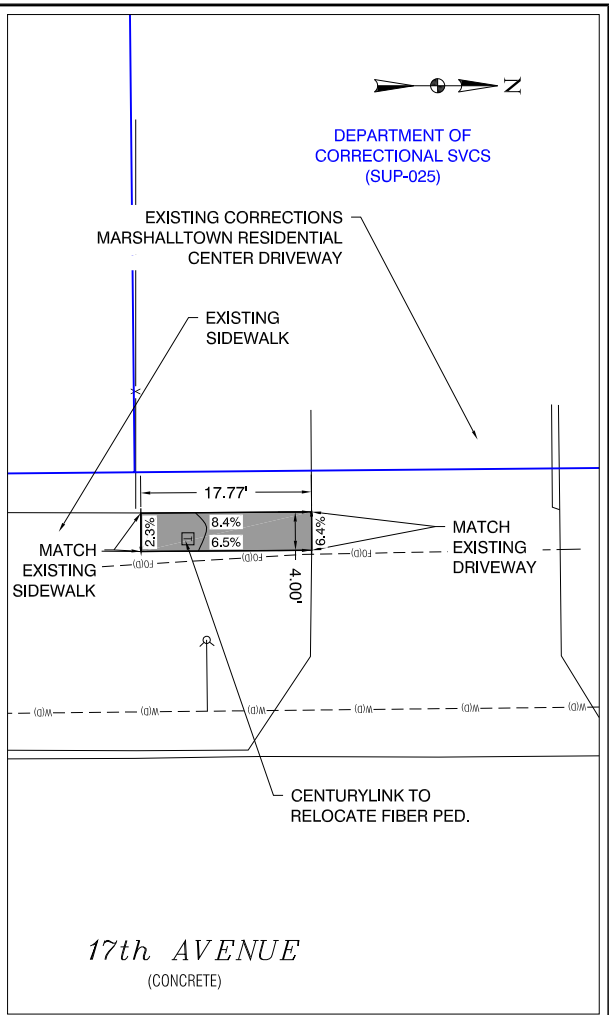
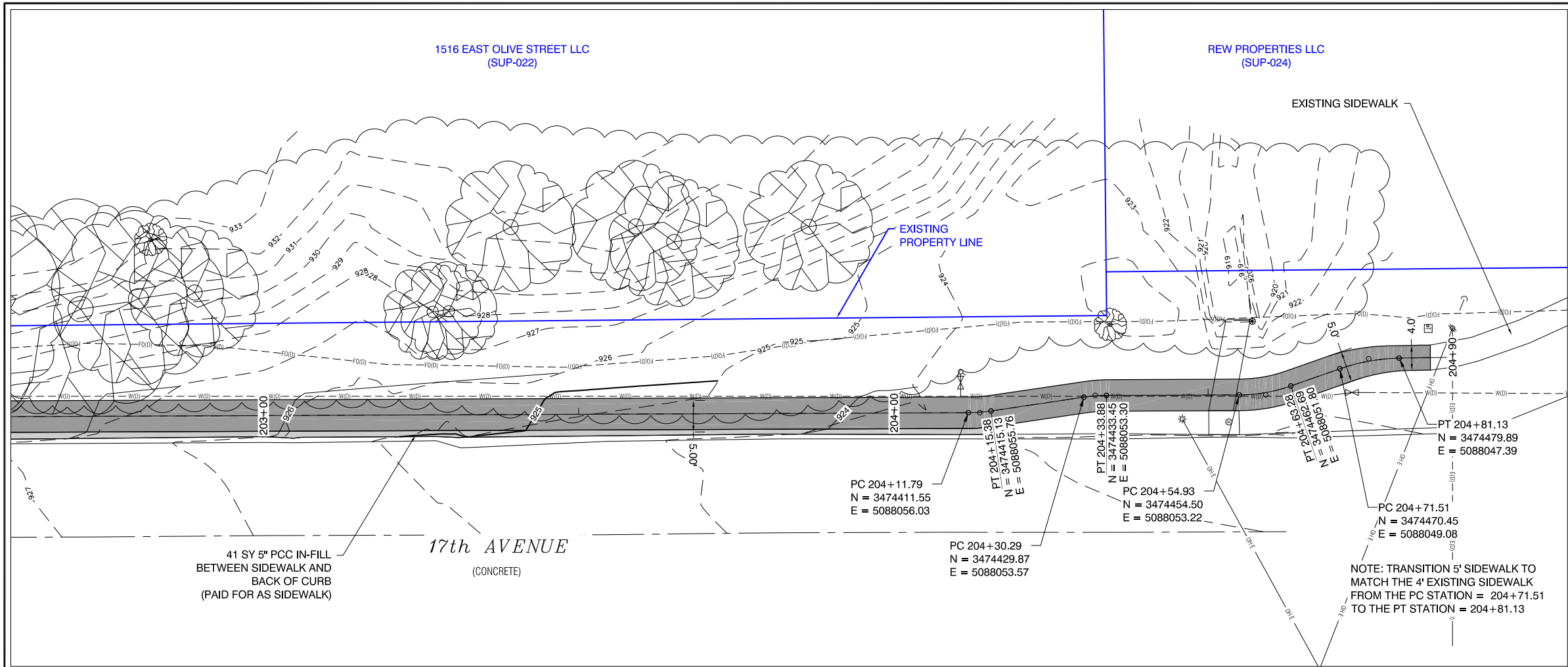
OLIVE STREET SIDEWALK PLAN & PROFILE

PROJECT NO.
1678

SHEET NO.
D.15







STORM WATER POLLUTION PREVENTION PLAN (SWPPP) - CONTROLS

CONTRACTOR SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS FORM LEAVING THE PROJECT SITE.

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE IOWA DNR NPDES GENERAL PERMIT #2 SHALL BE SUBMITTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE SUPPLIED A COPY OF THE SWPPP DOCUMENT AT THE BEGINNING OF CONSTRUCTION. A COPY OF THE SWPPP DOCUMENTS SHALL BE LOCATED WITH THE SWPPP MANAGER OR ON-SITE AT ALL TIMES.

THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE POLLUTION PREVENTION CONTROLS FOR THE ENTIRE PROJECT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH ANY SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS SWPPP.

1. CONTROLS

PRIOR TO BEGINNING EARTHWORK OPERATIONS, WATTLES, FILTER SOCK, AND SILT FENCE SHALL BE PLACED ALONG THE IDENTIFIED AREAS WHERE STORM WATER MAY MOVE OFFSITE. IF ADDITIONAL AREAS ARE DETERMINED TO BE AN ISSUE, WATTLES OR FILTER SOCK MAY BE PLACED. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. IF CONSTRUCTION ACTIVITY IS NOT PLANNED TO OCCUR IN A DISTURBED AREA FOR AT LEAST 21 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY MULCHING WITHIN 14 DAYS. OTHER STABILIZING METHODS SHALL BE USED OUTSIDE THE SEEDING PERIOD.

THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE MARSHALLTOWN STANDARD SPECIFICATIONS.

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIERS AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME CONTRACTOR AS DETERMINED BY FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

2. MAINTENANCE

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES IN PROPER WORKING ORDER, INCLUDING CLEANING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF WATTLES, SILT SOCK AND SILT FENCE SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

3. INSPECTIONS

INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND A CITY REPRESENTATIVE EVERY SEVEN CALENDAR DAYS. THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE SWPPP BOOKLET. THIS SWPPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF INSPECTION.

4. GENERAL NOTES

- A. THE PLAN IS NOT THE COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS THE PRIME CONTRACTORS RESPONSIBILITY TO UPDATE THE SWPPP PLAN AS NEEDED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH THE IOWA DNR AND THE EPA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. THE CONTRACTOR SHALL DO THIS IN CONJUNCTION WITH THE CITY'S REPRESENTATION.
- B. THE PRIME CONTRACTOR SHALL PROVIDE CONTAINMENT OF ALL SOURCES OF POTENTIAL POLLUTION INCLUDING FUELING AREA, PORTABLE SANITARY FACILITIES, WASTE DEPOSITORY AREAS (DUMPSTER LOCATIONS), AND OTHER POLLUTION SOURCES.
- C. CONTRACTOR SHALL TAKE PRECAUTIONS TO INSURE THAT EQUIPMENT, VEHICLES, AND PLANTING OPERATIONS DO NOT DISTURB OR DAMAGE EXISTING GRADES, WALLS, DRIVES, PAVEMENT, UTILITIES, PLANTS, LAWNS, IRRIGATION SYSTEMS, AND OTHER FACILITIES. REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION ANY DAMAGED ITEM, WITHOUT ADDITIONAL COMPENSATION.
- D. THE CONTRACTOR SHALL PREVENT ACCUMULATION OF EARTH, SILTATION, OR DEBRIS ON ADJOINING PUBLIC OR PRIVATE PROPERTY FROM THE PROJECT SITE. THE CONTRACTOR SHALL REMOVE ANY ACCUMULATION OF EARTH OF DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR PREVENTION, REPAIR, REPLACE, AND/OR RETURNING THE SITE TO ORIGINAL CONDITION.

MARSHALLTOWN

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) SHALL REMAIN IN PLACE FOR THE LIFE OF THE EXISTING FACILITY. ANY SITE MODIFICATION PERFORMED AFTER FINAL INSTALLATION OF THE POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES MAY RESULT IN THE NECESSITY TO MODIFY THE PCSWMP. APPROVAL FROM THE CITY OF MARSHALLTOWN IS REQUIRED BEFORE ANY FUTURE MODIFICATIONS MAY BE PERFORMED. CONTACT THE CITY OF MARSHALLTOWN PUBLIC WORKS DEPARTMENT FOR ASSISTANCE.

1. SITE DESCRIPTION

THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSWMP) IS FOR THE 12TH AVENUE SIDEWALK PROJECT (12TH AVENUE, WEST OLIVE STREET, AND 17TH AVENUE)

THIS PCSWMP COVERS APPROXIMATELY 2.3 ACRES WITH AN ESTIMATED 2.3 ACRES BEING DISTURBED.

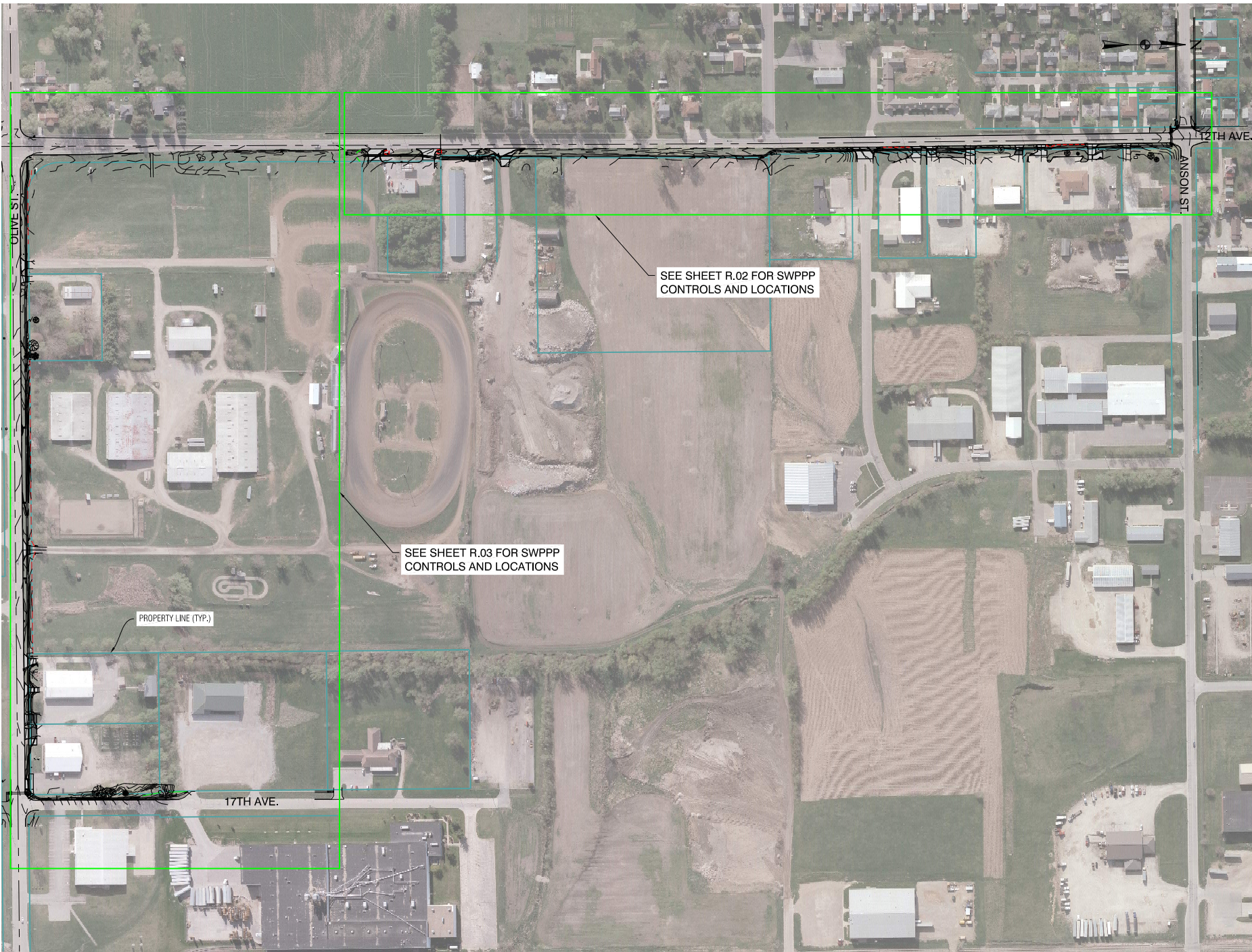
2. CONTROLS

THE PROPOSED POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE SEPARATE FROM THE STORM WATER RUNOFF CONTROLS REQUIRED FOR THE MARSHALLTOWN COSESCO PERMIT. WHEREAS RUNOFF RUNOFF CONTROL DEVICES ARE REMOVED UPON SITE STABILIZATION, POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES ARE CONSTRUCTED DURING THE NORMAL COURSE OF SITE CONSTRUCTION AND MAINTAINED PERMANENTLY.

ALL CONTROLS SHOWN ON THE FOLLOWING SHEETS (R.02-R.03) ARE RUNOFF CONTROL DEVICES, NOT PROPOSED POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES. FOR THIS PROJECT, RESTORING VEGETATION IS THE PRIMARY PROPOSED POST CONSTRUCTION STORM WATER CONTROL. THE CITY OF MARSHALLTOWN IS EVALUATING ADDITIONAL POST CONSTRUCTION STORM WATER MANAGEMENT DEVICES AND WILL INSTALL THOSE AND UPDATE THIS PCSWMP, AS THEY DETERMINE WHAT DEVICES WILL BE REQUIRED.

3. APPLICABLE ORDINANCE

THIS PLAN IS REQUIRED UNDER CHAPTER 28, ARTICLE VII, SECTIONS 28-201 TO 28-211 OF THE MARSHALLTOWN CITY CODE.





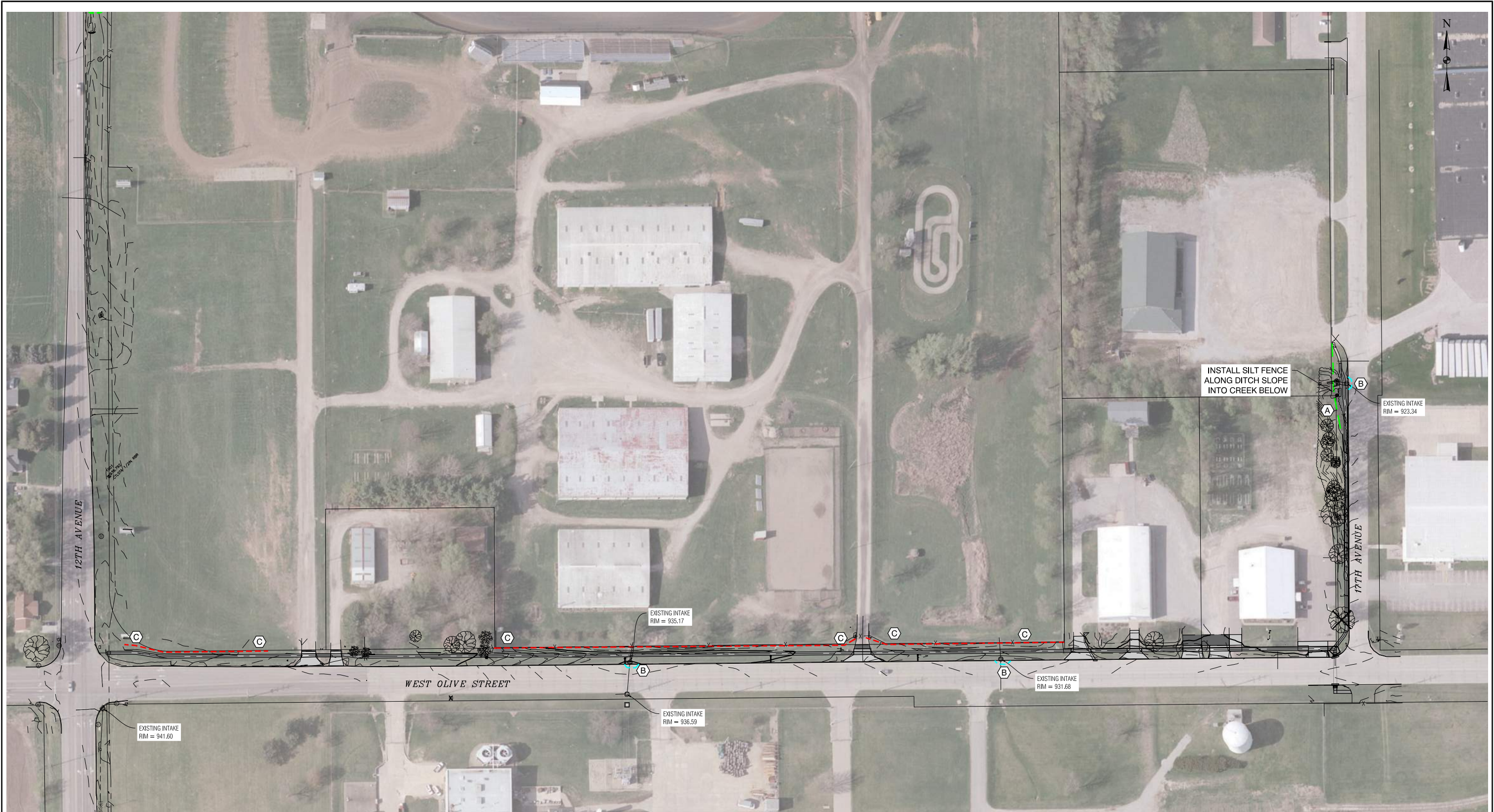
NOTES:

- THE SWPPP MANAGER SHALL UPDATE SITE PLAN WITH LOCATION OF THE "POLLUTION PREVENTION PLAN LEGEND" ITEMS ONCE THE LOCATION OF THOSE CONTROLS AREA ESTABLISHED. ANY ADDITIONAL CONTROLS THAT AREA USED BUT ARE NOT LISTED IN THE LEGEND SHALL BE CLEARLY IDENTIFIED ON THE PLANS.
- CONTRACTOR SHALL BE PAID FOR UP TO 1 (ONE) STABILIZED CONSTRUCTION ENTRANCE FOR EACH OF THE 3 (THREE) SECTIONS OF THE PROJECT (1 FOR 12TH AVENUE, 1 FOR WEST OLIVE STREET, AND 1 FOR 17TH AVENUE. LOCATION IS TO BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE CITY, WITHIN THE WORK LIMITS. AT THE END OF ITS USE, THE CONTRACTOR SHALL REMOVE THE ENTRANCE AND RESTORE THE AREA TO THE CORRECT STATE, VEGETATED OR PAVED.

POLLUTION PREVENTION PLAN LEGEND

(A)	INSTALL SILT FENCE (SUDAS FIGURE 9040.119)	---
(B)	INSTALL INLET PROTECTION DEVICE (SEE SHEET B.11)	---
(C)	INSTALL WATTLES (SEE SUDAS FIGURE 9040.105)	---

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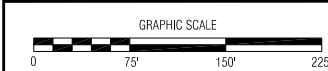


- NOTES:**
1. THE SWPPP MANAGER SHALL UPDATE SITE PLAN WITH LOCATION OF THE "POLLUTION PREVENTION PLAN LEGEND" ITEMS ONCE THE LOCATION OF THOSE CONTROLS AREA ESTABLISHED. ANY ADDITIONAL CONTROLS THAT AREA USED BUT ARE NOT LISTED IN THE LEGEND SHALL BE CLEARLY IDENTIFIED ON THE PLANS.
 2. CONTRACTOR SHALL BE PAID FOR UP TO 1 (ONE) STABILIZED CONSTRUCTION ENTRANCE FOR EACH OF THE 3 (THREE) SECTIONS OF THE PROJECT (1 FOR 12TH AVENUE, 1 FOR WEST OLIVE STREET, AND 1

FOR 17TH AVENUE. LOCATION IS TO BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE CITY, WITHIN THE WORK LIMITS. AT THE END OF ITS USE, THE CONTRACTOR SHALL REMOVE THE ENTRANCE AND RESTORE THE AREA TO THE CORRECT STATE, VEGETATED OR PAVED.

POLLUTION PREVENTION PLAN LEGEND

- (A) INSTALL SILT FENCE (SUDAS FIGURE 9040.119) ---
- (B) INSTALL INLET PROTECTION DEVICE (SEE SHEET B.11) ---
- (C) INSTALL WATTLES (SEE SUDAS FIGURE 9040.105) ---



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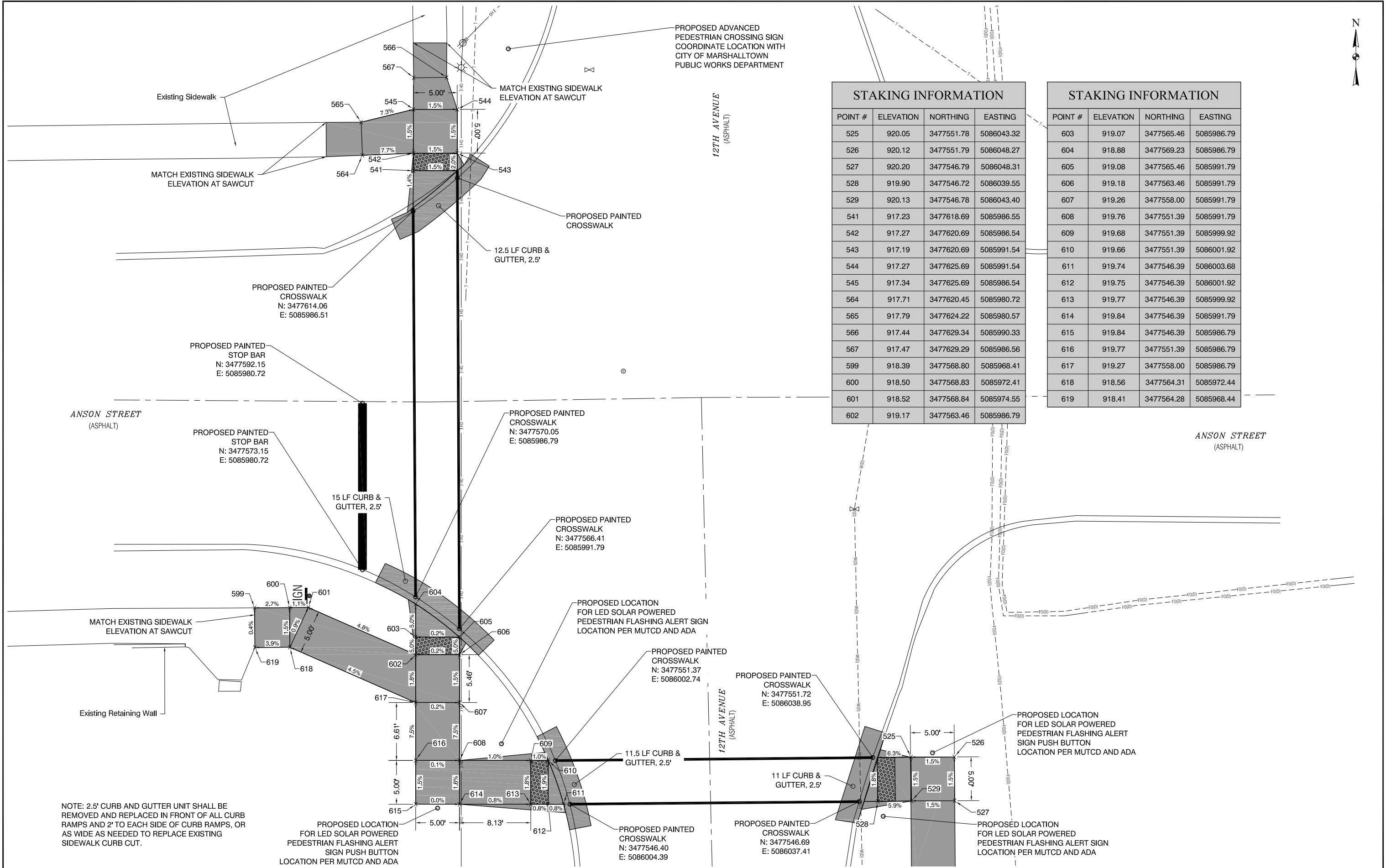
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CHECKED: HAT	DATE: 2020
APPROVED: HAT	DATE: 08/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 1678
SHEET NO. R.03

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PROPOSED ADVANCED
PEDESTRIAN CROSSING SIGN
COORDINATE LOCATION WITH
CITY OF MARSHALLTOWN
PUBLIC WORKS DEPARTMENT

STAKING INFORMATION			
POINT #	ELEVATION	NORTHING	EASTING
525	920.05	3477551.78	5086043.32
526	920.12	3477551.79	5086048.27
527	920.20	3477546.79	5086048.31
528	919.90	3477546.72	5086039.55
529	920.13	3477546.78	5086043.40
541	917.23	3477618.69	5085986.55
542	917.27	3477620.69	5085986.54
543	917.19	3477620.69	5085991.54
544	917.27	3477625.69	5085991.54
545	917.34	3477625.69	5085986.54
564	917.71	3477620.45	5085980.72
565	917.79	3477624.22	5085980.57
566	917.44	3477629.34	5085990.33
567	917.47	3477629.29	5085986.56
599	918.39	3477568.80	5085968.41
600	918.50	3477568.83	5085972.41
601	918.52	3477568.84	5085974.55
602	919.17	3477563.46	5085986.79

STAKING INFORMATION			
POINT #	ELEVATION	NORTHING	EASTING
603	919.07	3477565.46	5085986.79
604	918.88	3477569.23	5085986.79
605	919.08	3477565.46	5085991.79
606	919.18	3477563.46	5085991.79
607	919.26	3477558.00	5085991.79
608	919.76	3477551.39	5085991.79
609	919.68	3477551.39	5085999.92
610	919.66	3477551.39	5086001.92
611	919.74	3477546.39	5086003.68
612	919.75	3477546.39	5086001.92
613	919.77	3477546.39	5085999.92
614	919.84	3477546.39	5085991.79
615	919.84	3477546.39	5085986.79
616	919.77	3477551.39	5085986.79
617	919.27	3477558.00	5085986.79
618	918.56	3477564.31	5085972.44
619	918.41	3477564.28	5085968.44

ANSON STREET
(ASPHALT)

ANSON STREET
(ASPHALT)

12TH AVENUE
(ASPHALT)

12TH AVENUE
(ASPHALT)

NOTE: 2.5' CURB AND GUTTER UNIT SHALL BE
REMOVED AND REPLACED IN FRONT OF ALL CURB
RAMPS AND 2' TO EACH SIDE OF CURB RAMPS, OR
AS WIDE AS NEEDED TO REPLACE EXISTING
SIDEWALK CURB CUT.

PROPOSED LOCATION
FOR LED SOLAR POWERED
PEDESTRIAN FLASHING ALERT
SIGN PUSH BUTTON
LOCATION PER MUTCD AND ADA

PROPOSED LOCATION
FOR LED SOLAR POWERED
PEDESTRIAN FLASHING ALERT SIGN
LOCATION PER MUTCD AND ADA

PROPOSED LOCATION
FOR LED SOLAR POWERED
PEDESTRIAN FLASHING ALERT
SIGN PUSH BUTTON
LOCATION PER MUTCD AND ADA

PROPOSED LOCATION
FOR LED SOLAR POWERED
PEDESTRIAN FLASHING ALERT SIGN
LOCATION PER MUTCD AND ADA



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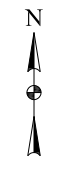
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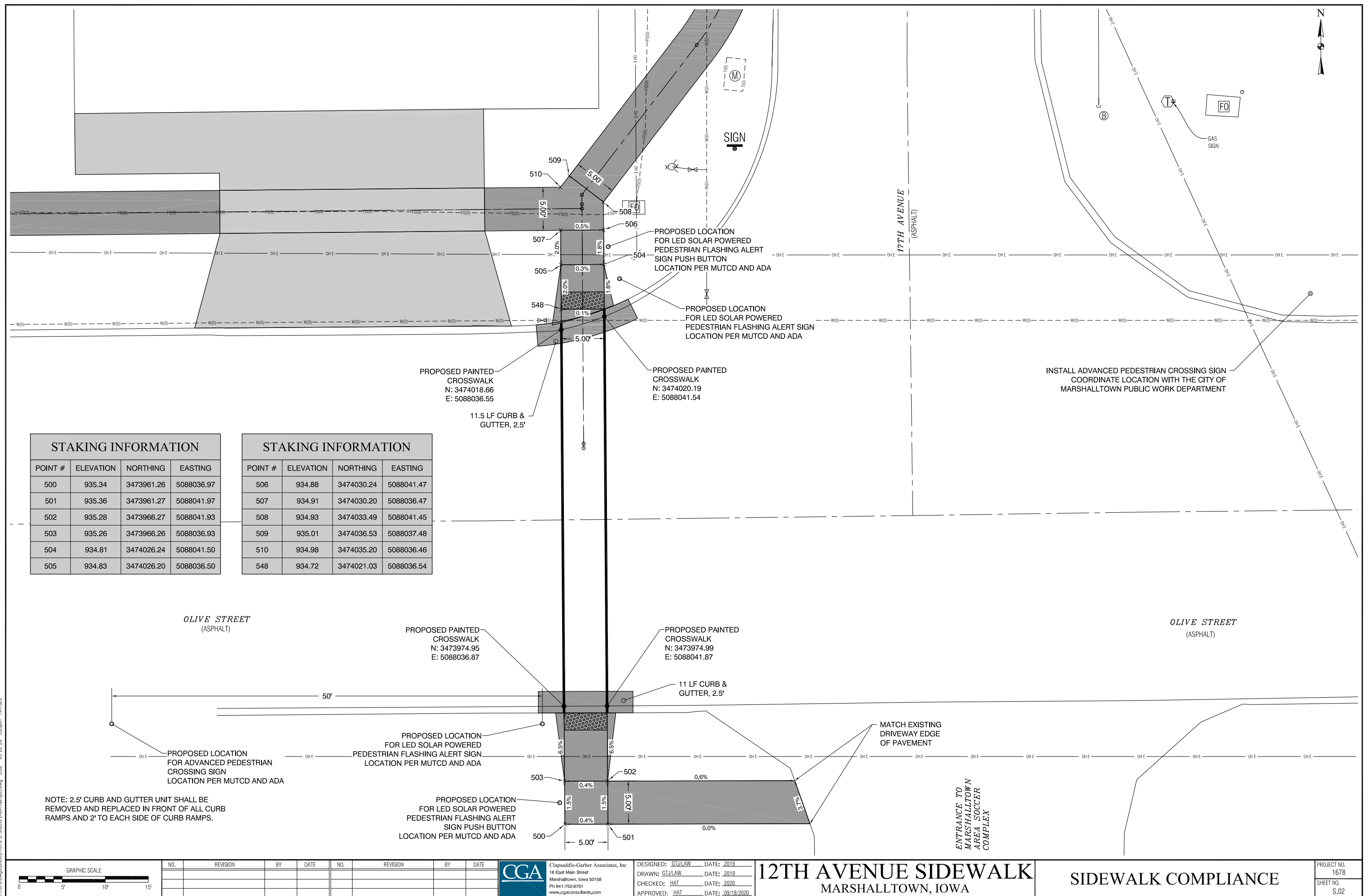
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

SIDEWALK COMPLIANCE

PROJECT NO.
1678
SHEET NO.
S.01





STAKING INFORMATION			
POINT #	ELEVATION	NORTHING	EASTING
500	935.34	3473961.26	5088036.97
501	935.36	3473961.27	5088041.97
502	935.28	3473966.27	5088041.93
503	935.26	3473966.26	5088036.93
504	934.81	3474026.24	5088041.50
505	934.83	3474026.20	5088036.50

OLIVE STREET
(ASPHALT)

NOTE: 2.5' CURB AND GUTTER UNIT SHALL BE REMOVED AND REPLACED IN FRONT OF ALL CURB RAMPS AND 2' TO EACH SIDE OF CURB RAMPS.

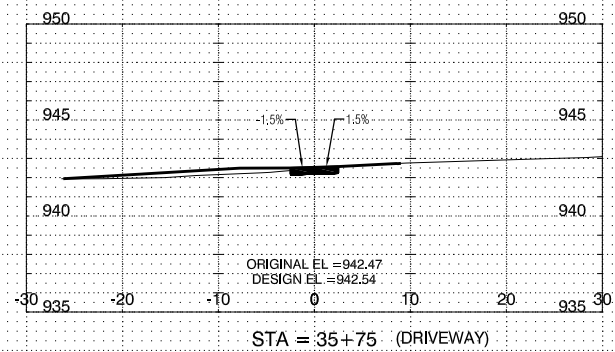
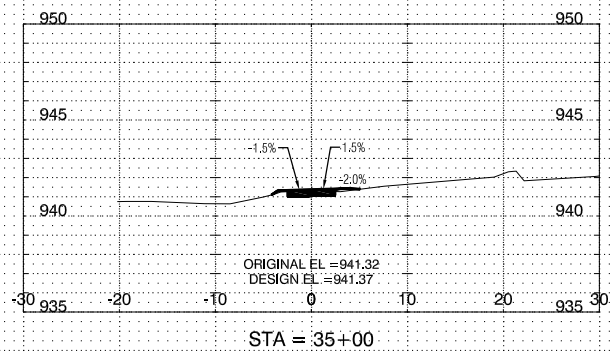
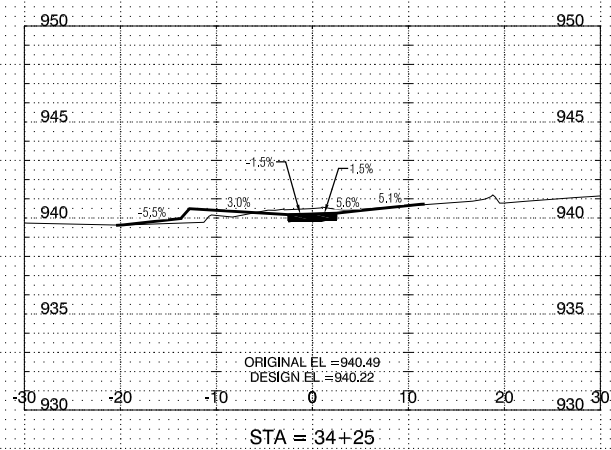
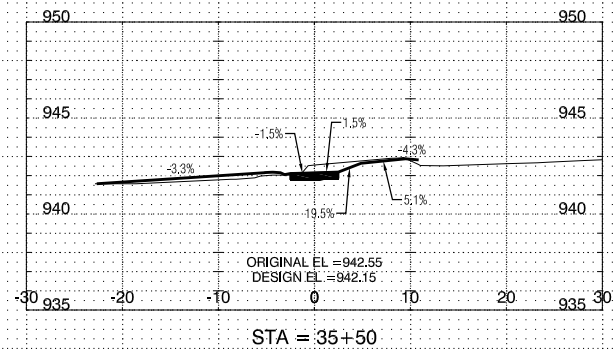
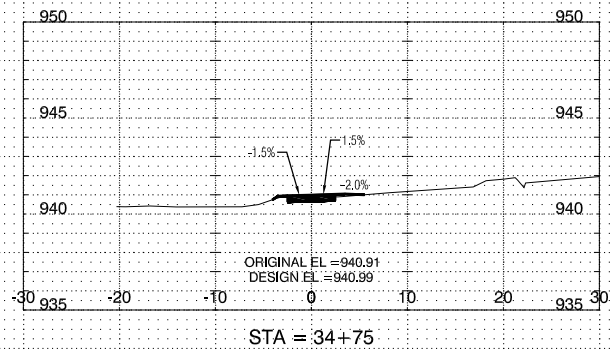
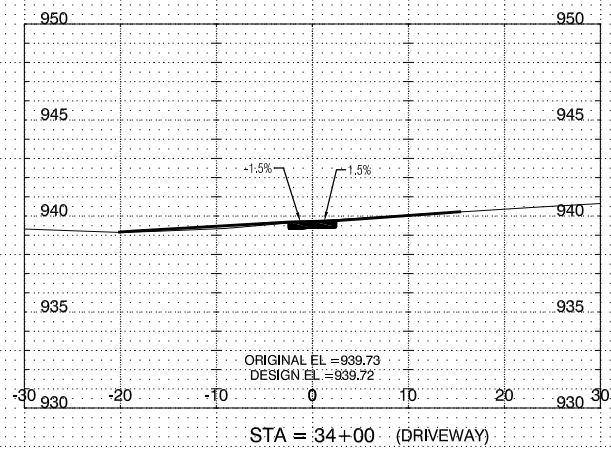
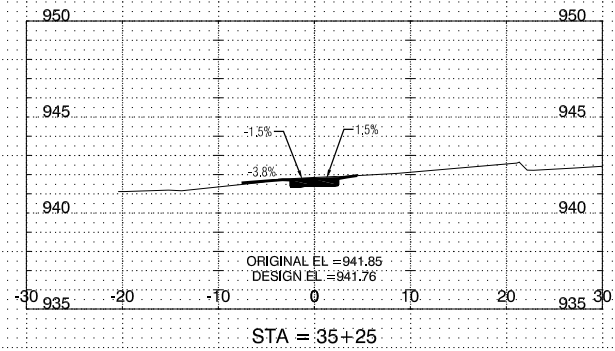
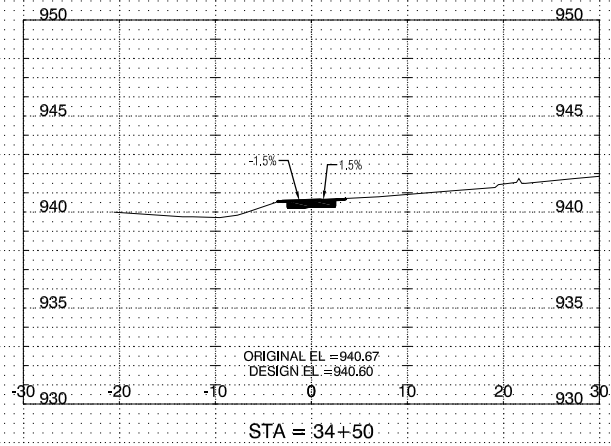
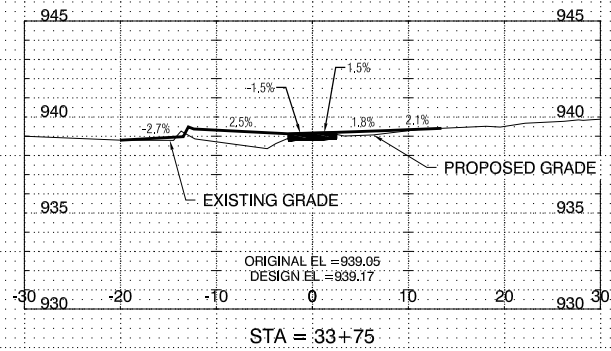
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12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

PROJECT NO.	1678
SHEET NO.	S.02



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



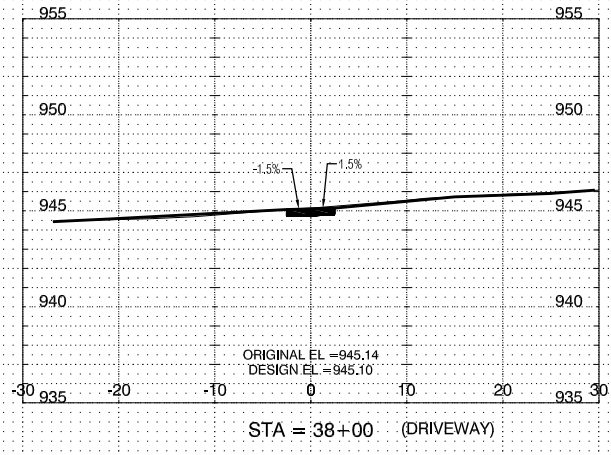
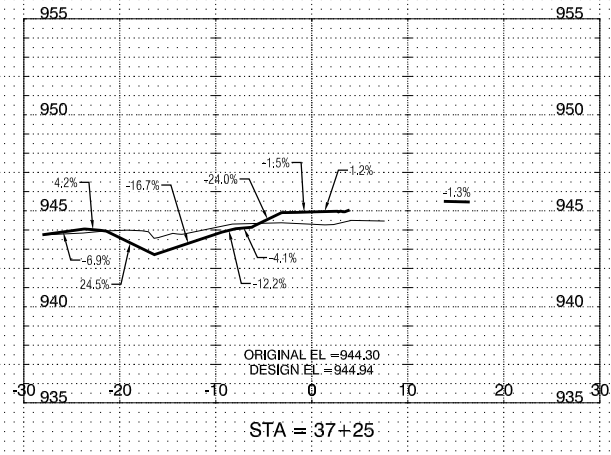
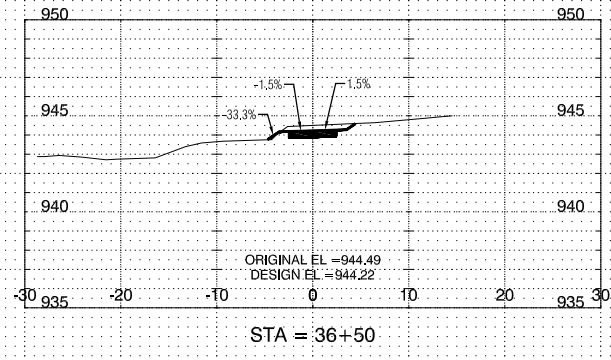
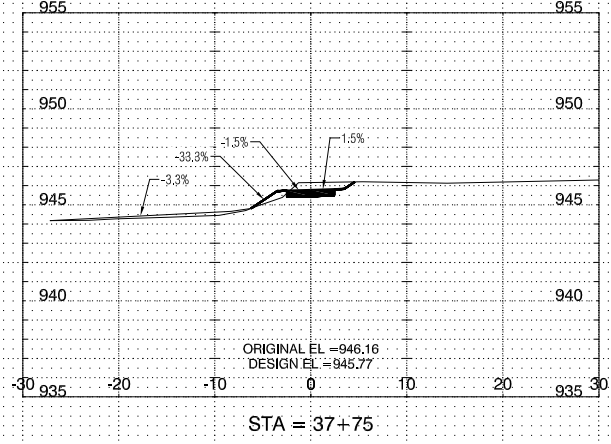
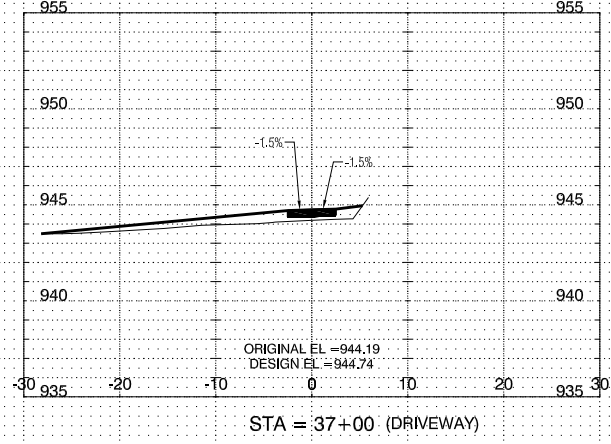
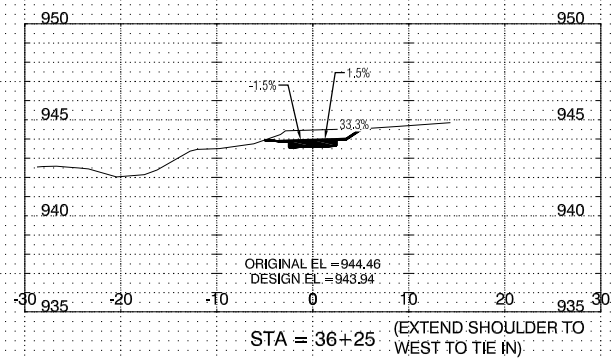
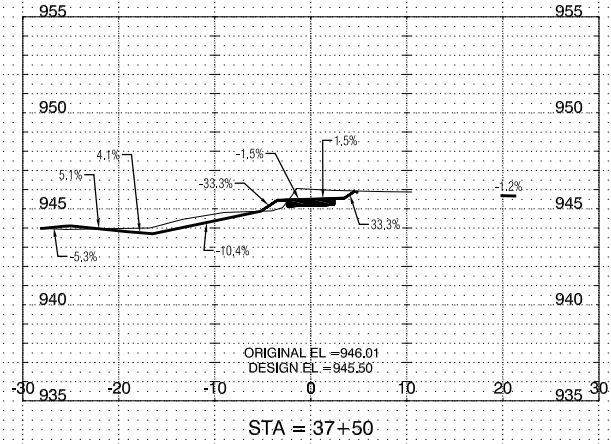
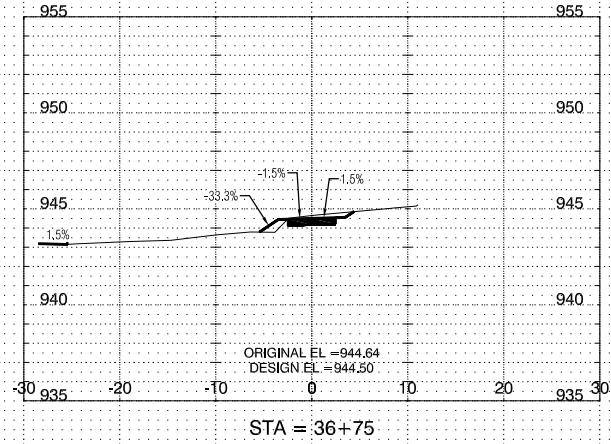
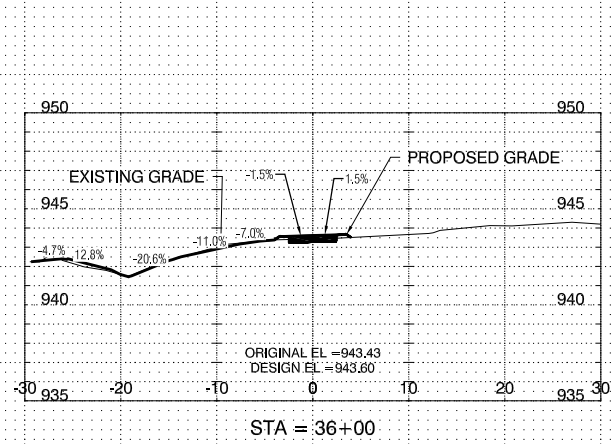
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CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.01

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GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

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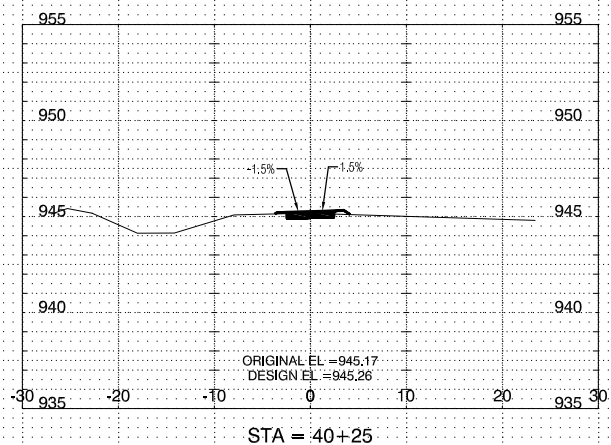
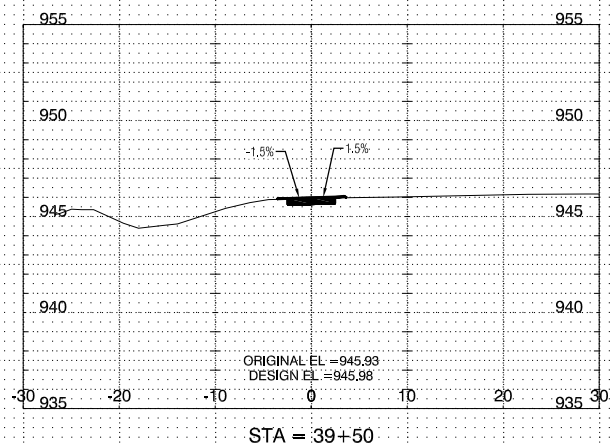
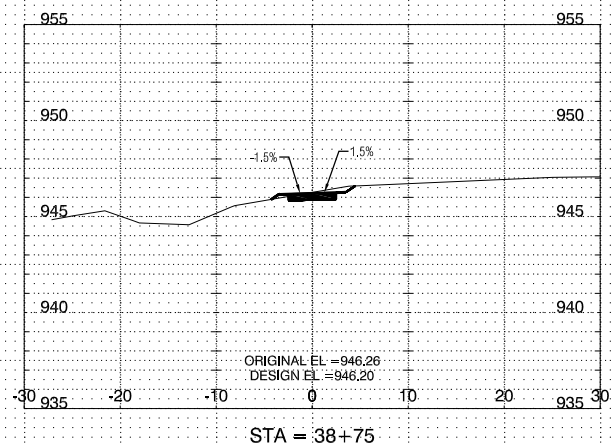
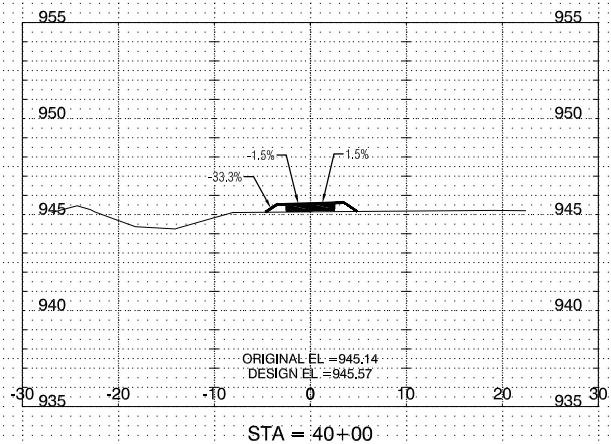
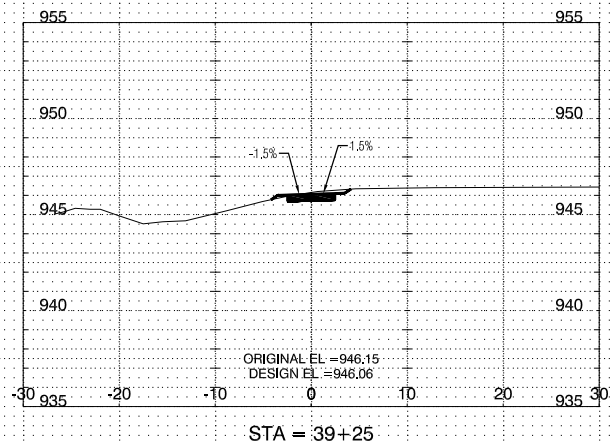
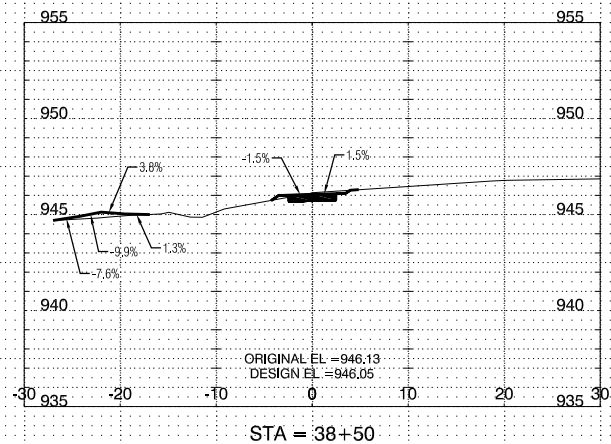
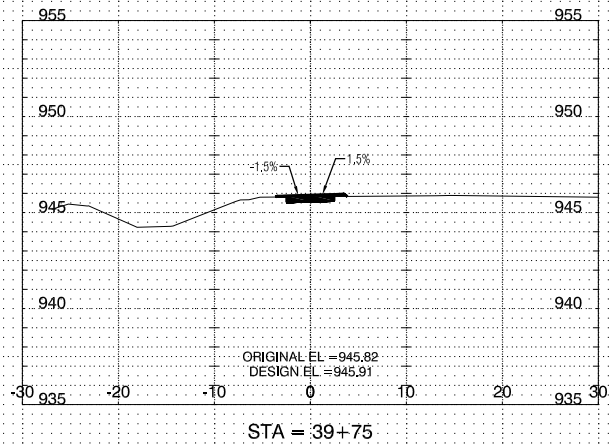
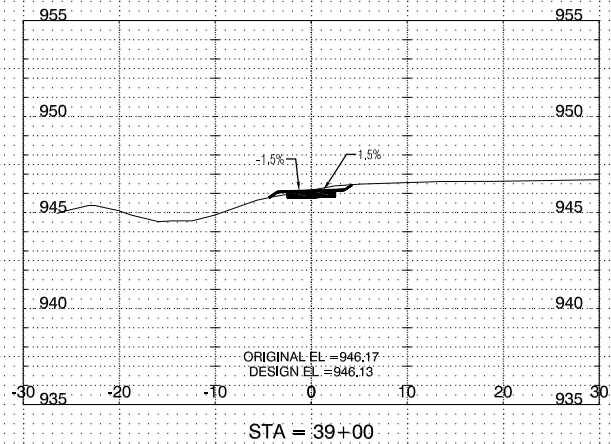
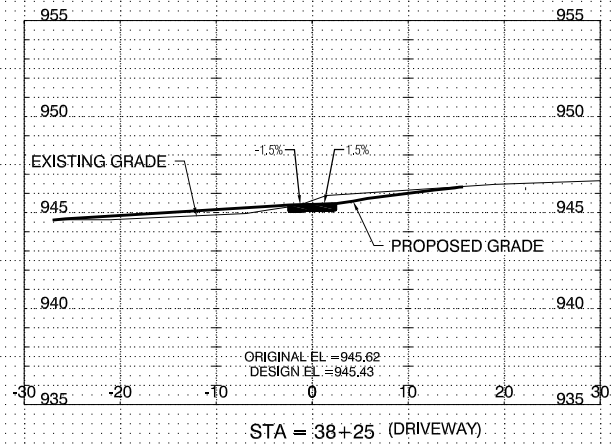
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.02

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GRAPHIC SCALE
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1" = 10' VERTICAL ON 11 x 17

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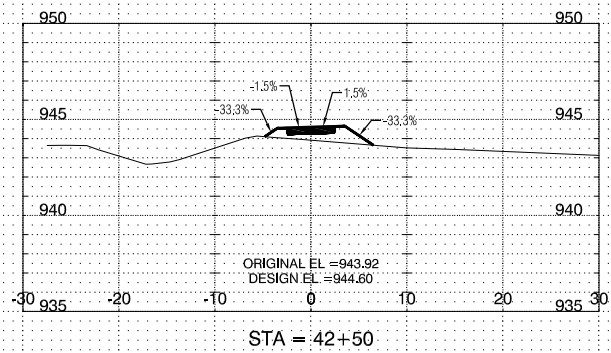
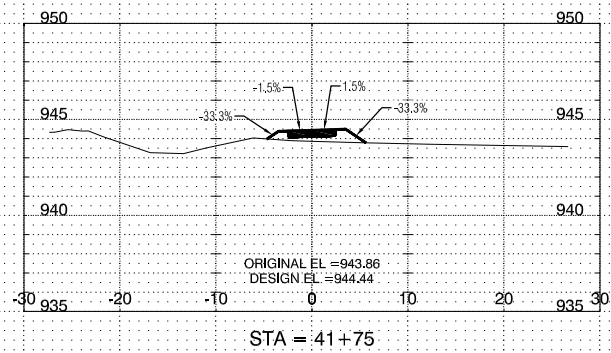
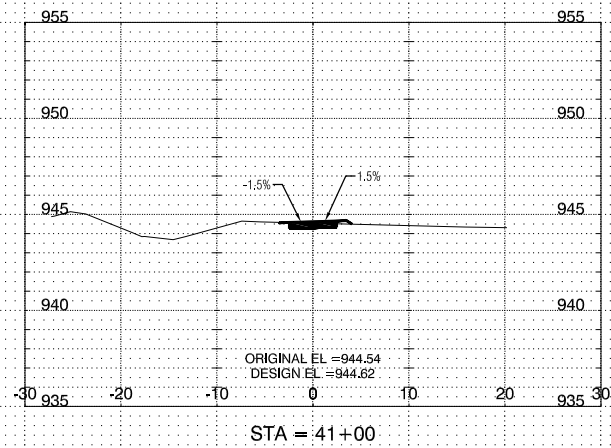
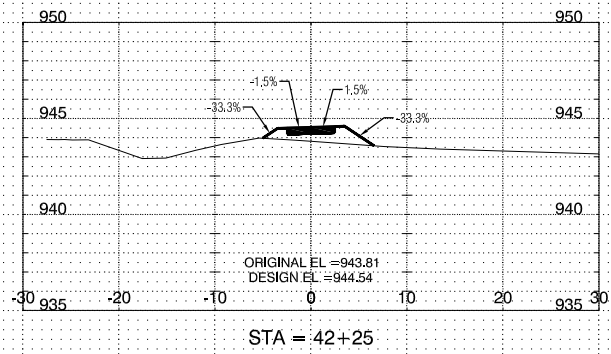
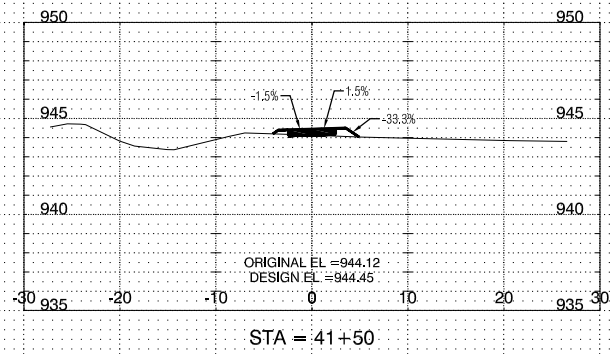
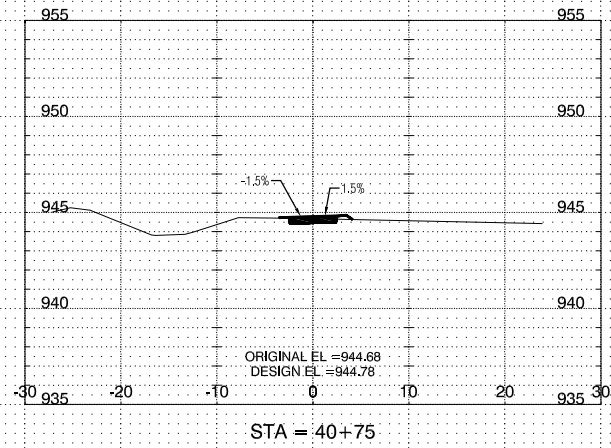
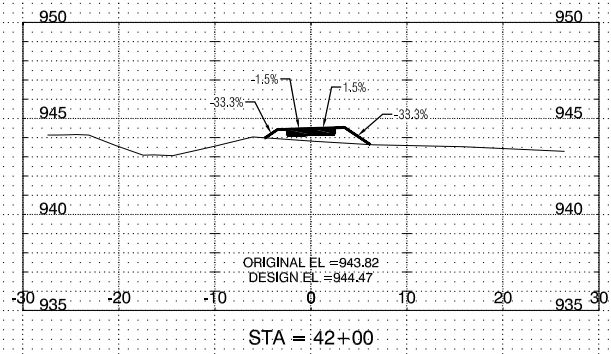
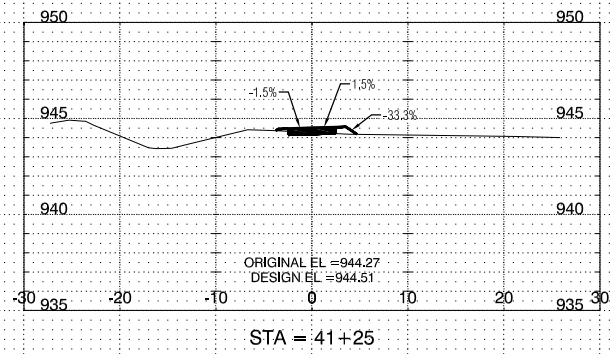
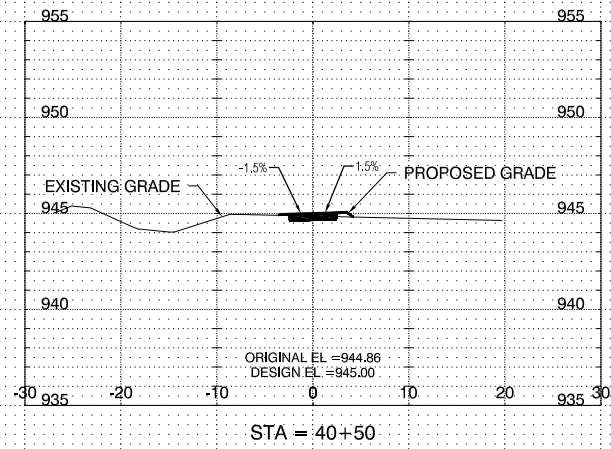
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12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.03



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

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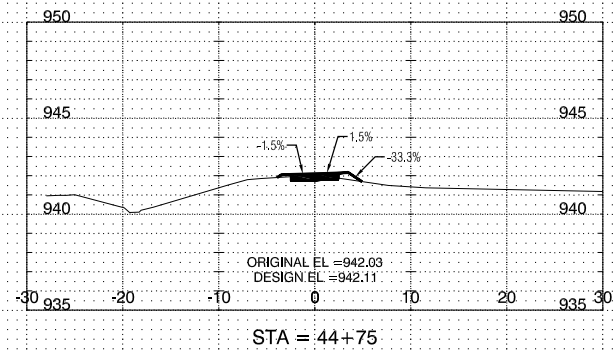
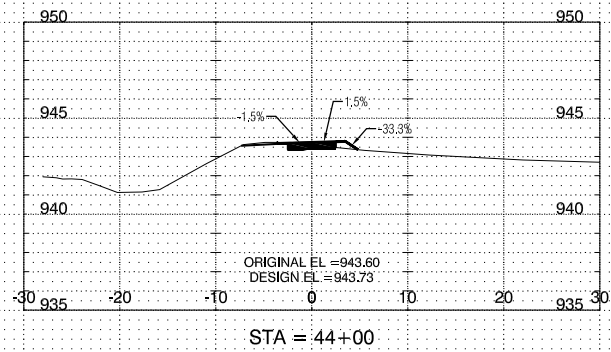
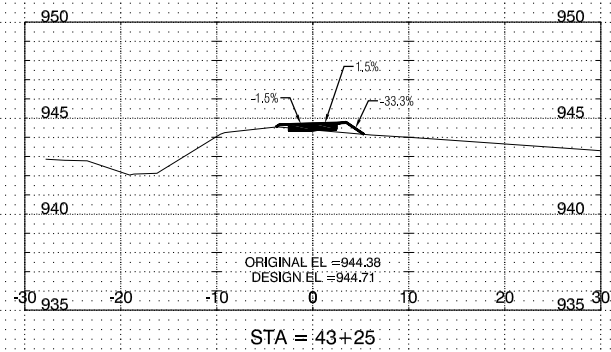
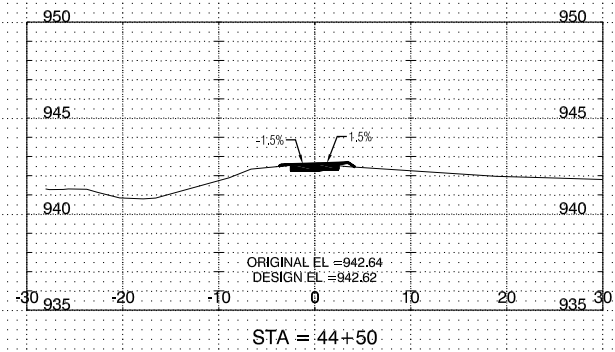
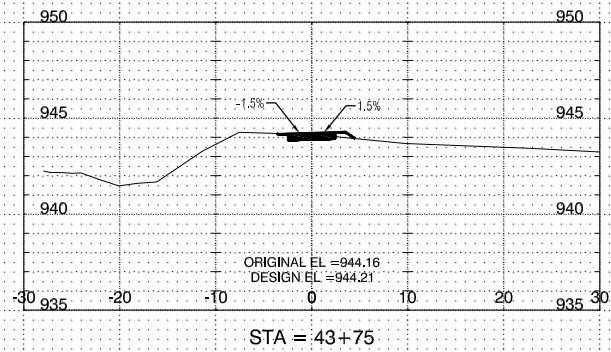
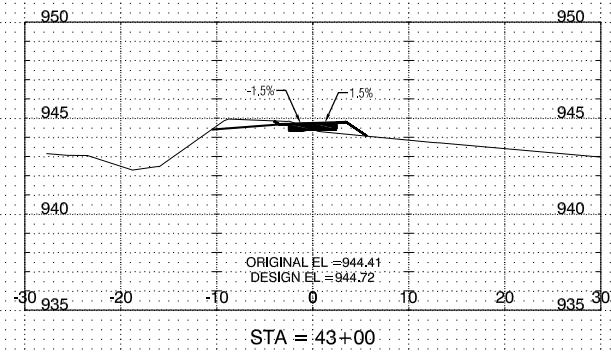
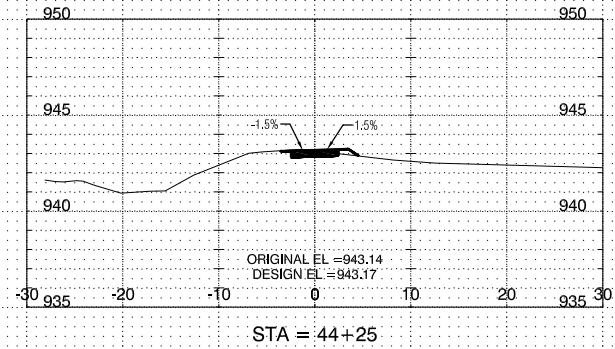
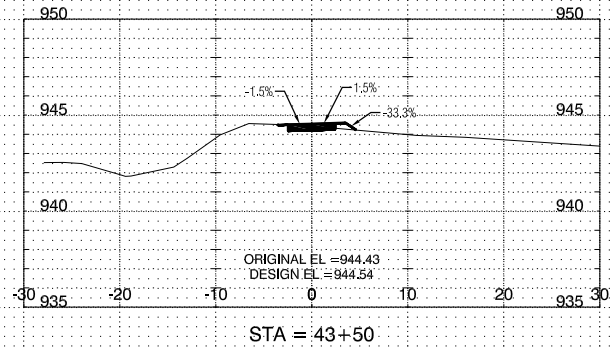
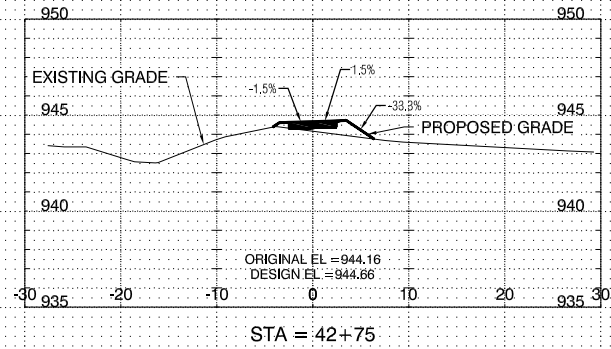
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APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.04

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GRAPHIC SCALE
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1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



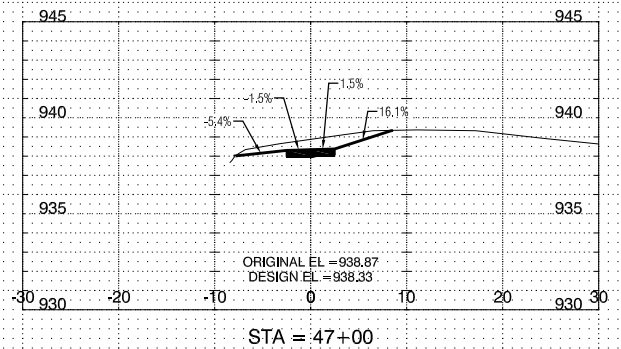
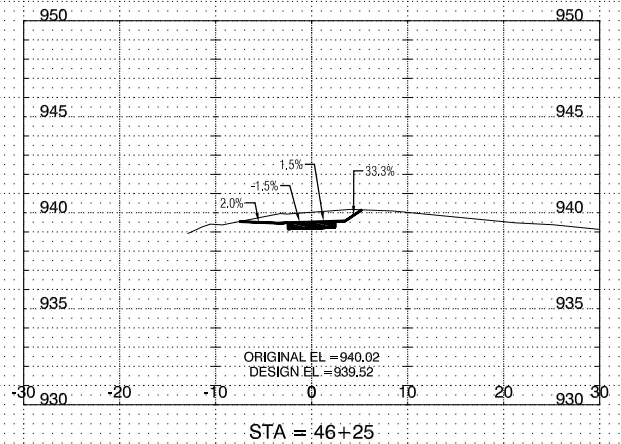
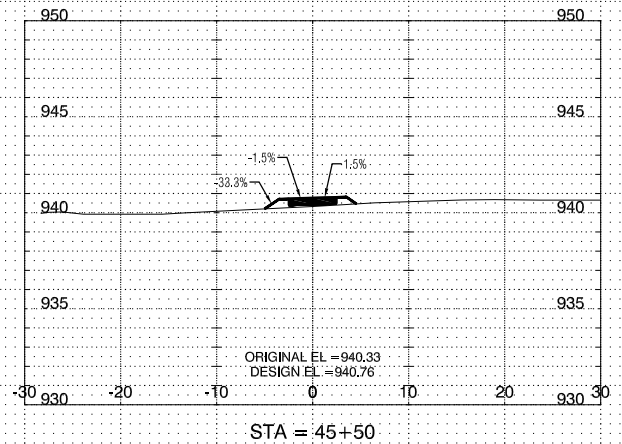
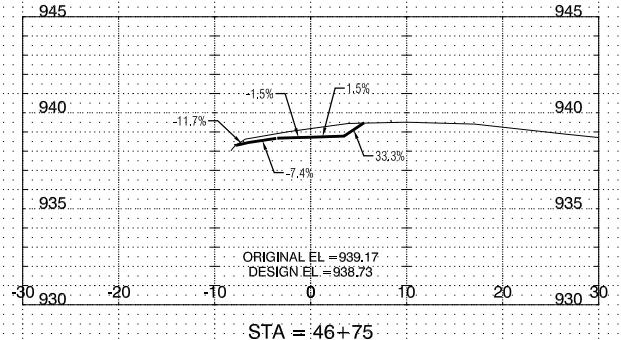
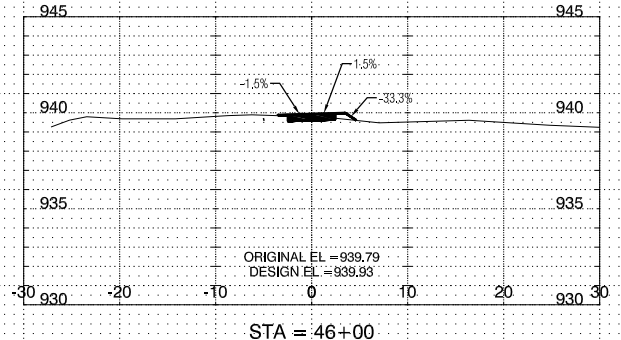
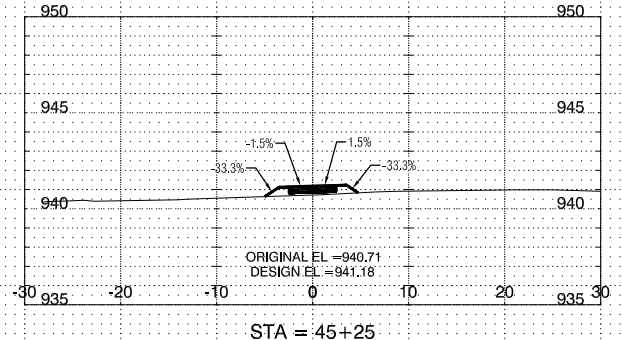
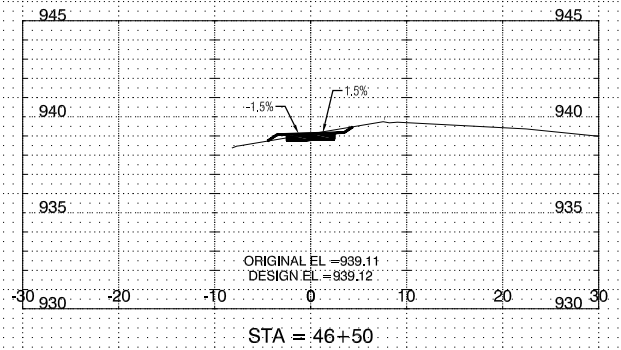
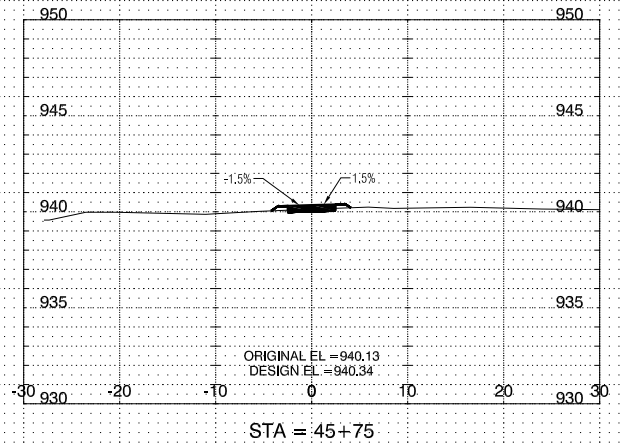
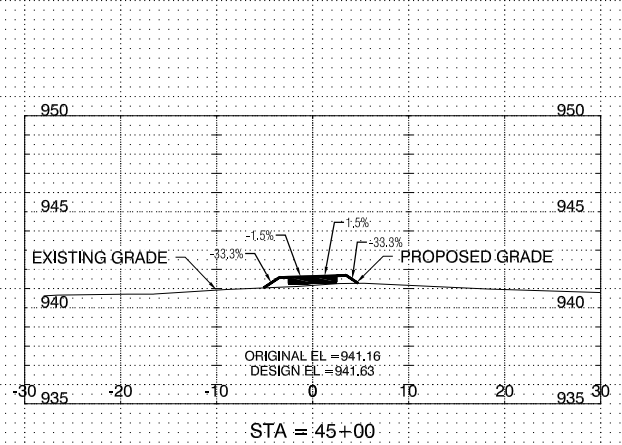
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12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.05



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

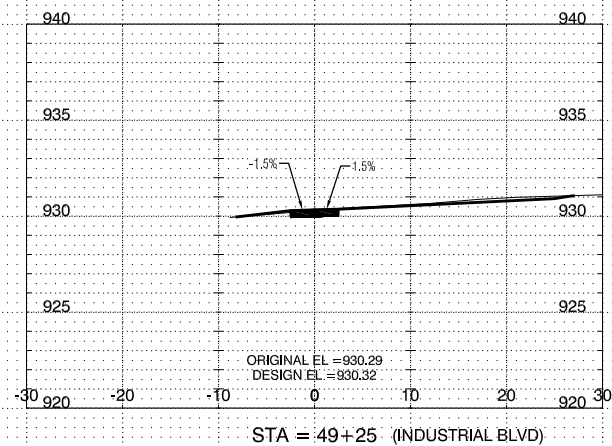
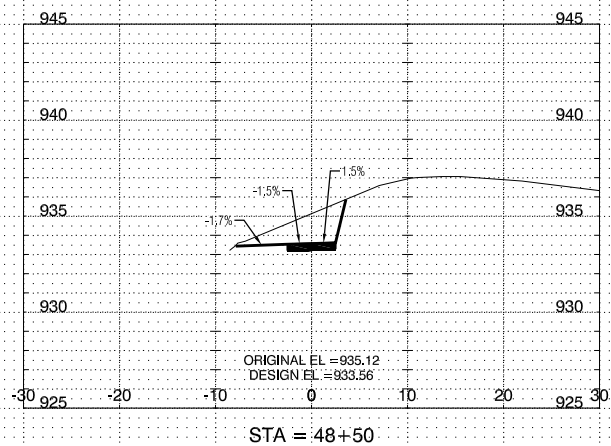
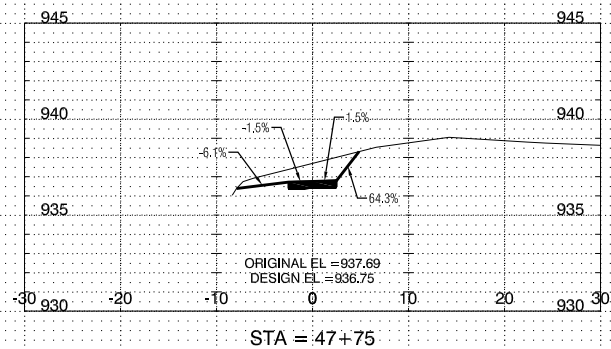
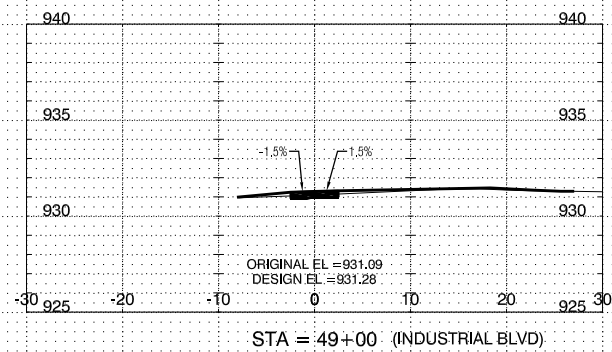
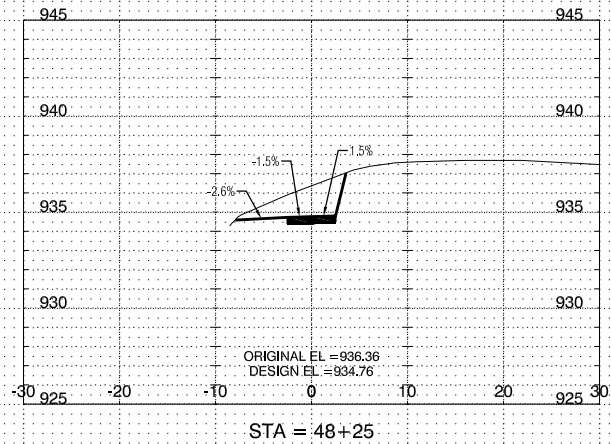
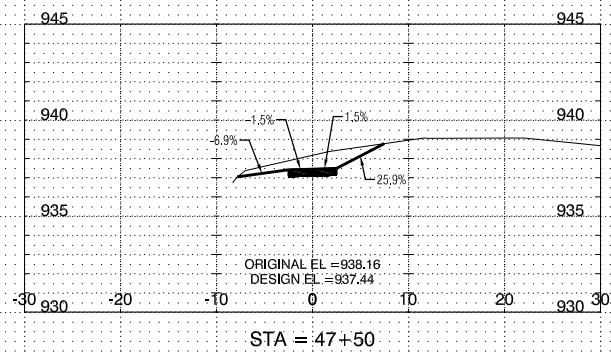
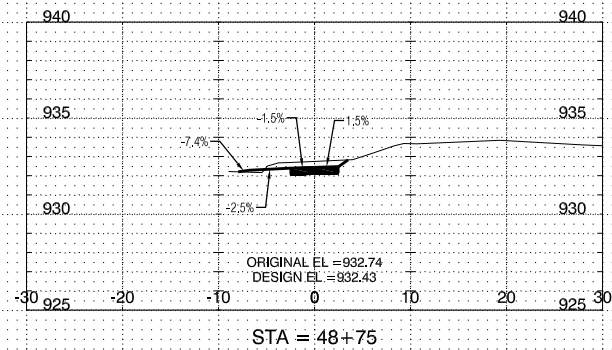
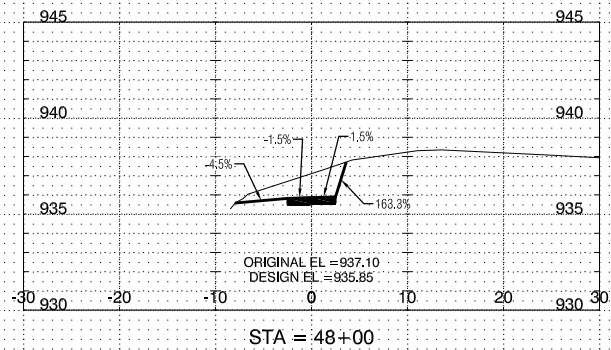
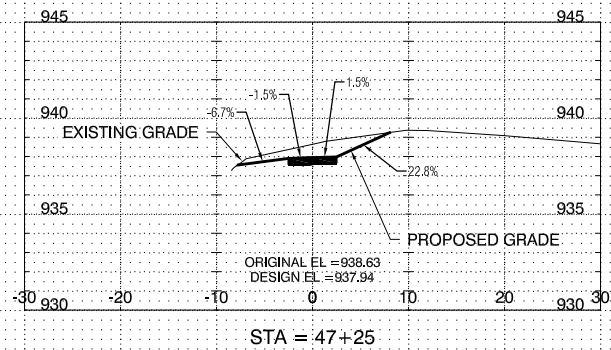


DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.06



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



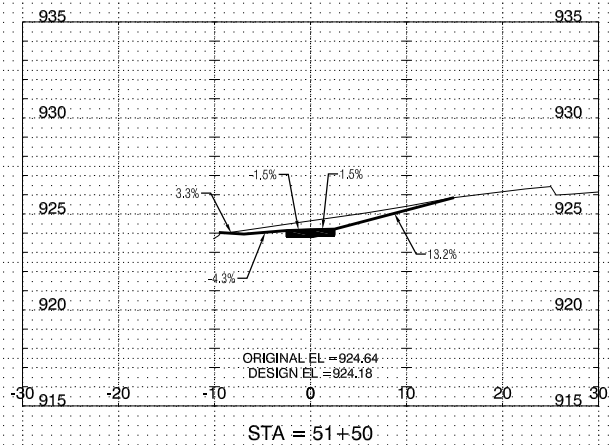
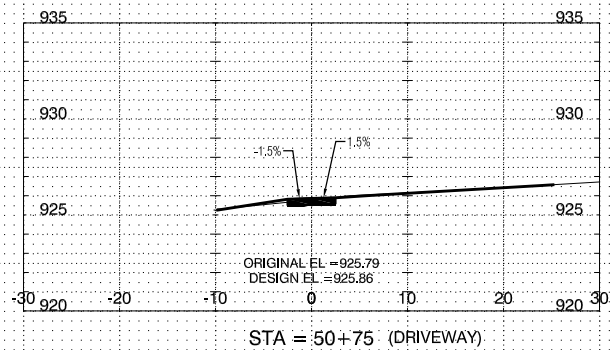
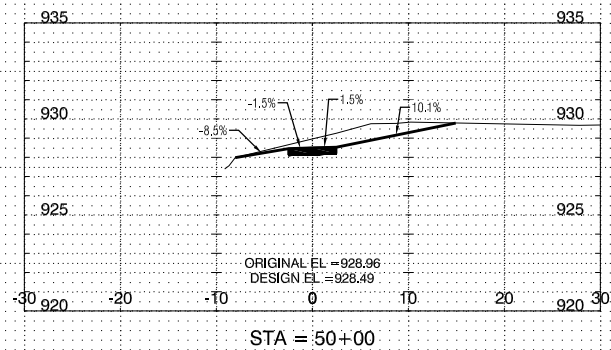
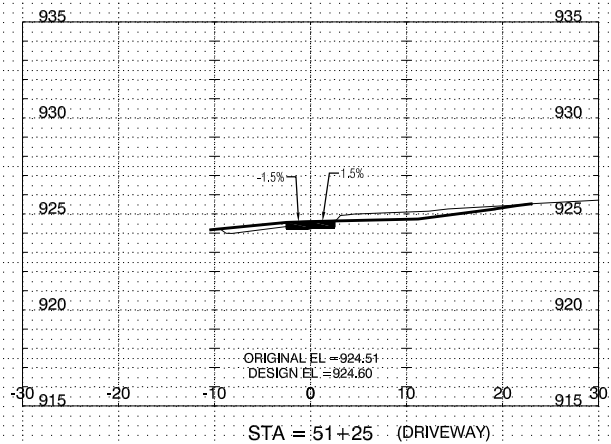
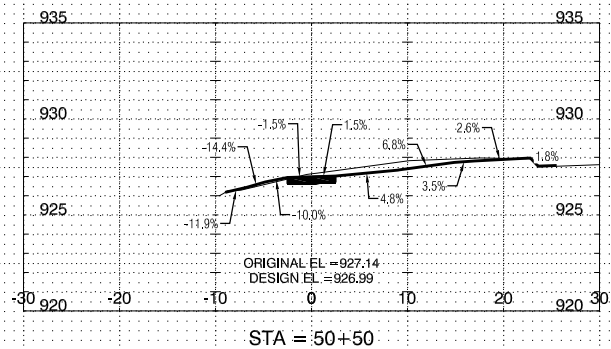
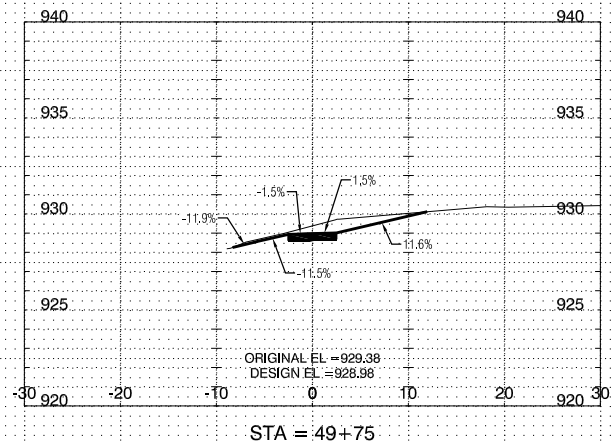
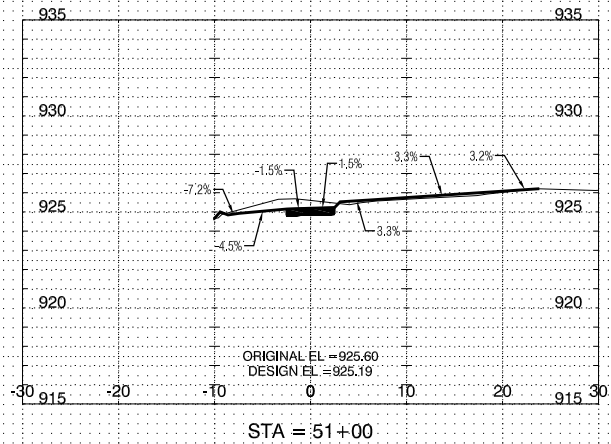
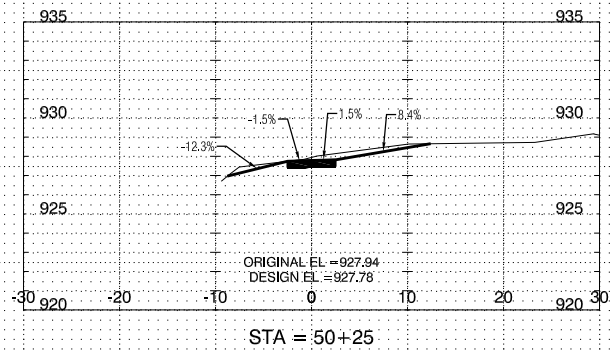
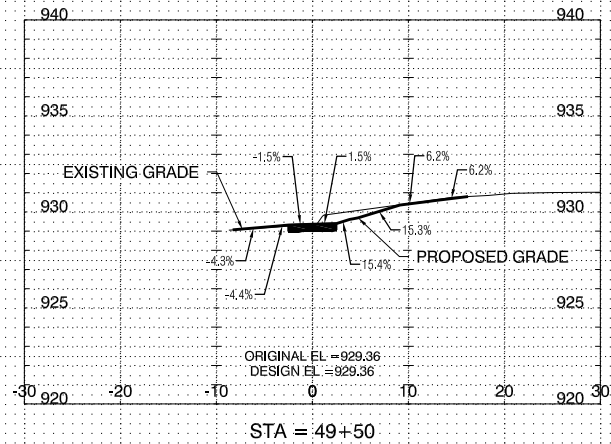
DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.07

J:\1678\Imp\Sheets\1678-X_Sheets_Cross Sections\img - X.12 - 09-22-20 - 329gm - HAT323



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

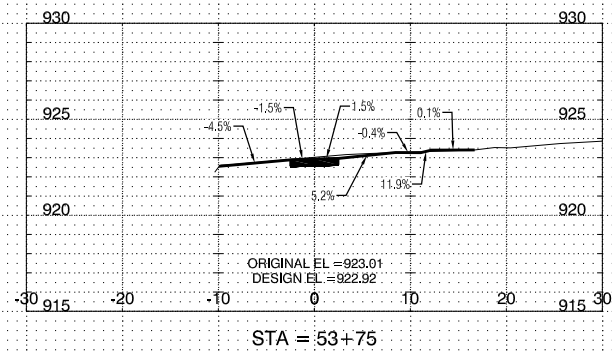
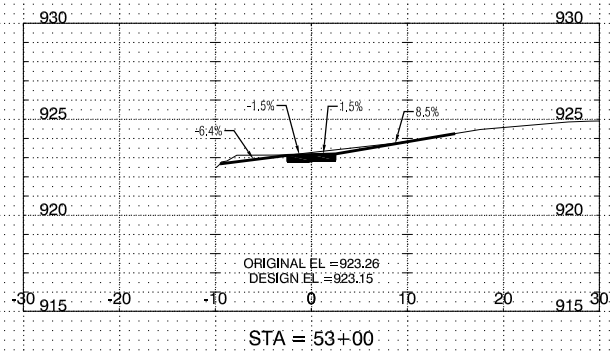
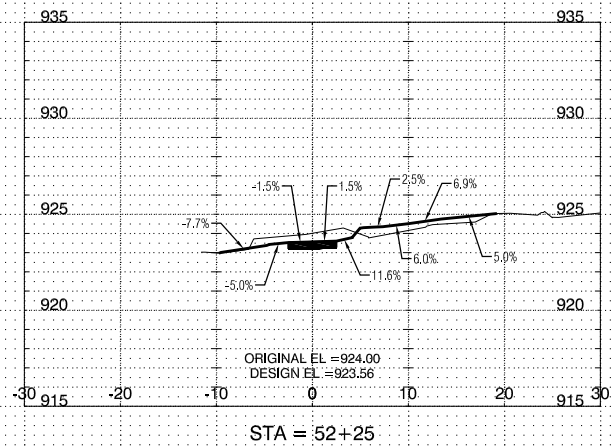
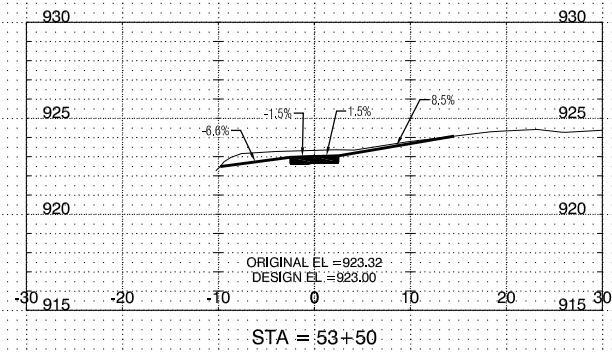
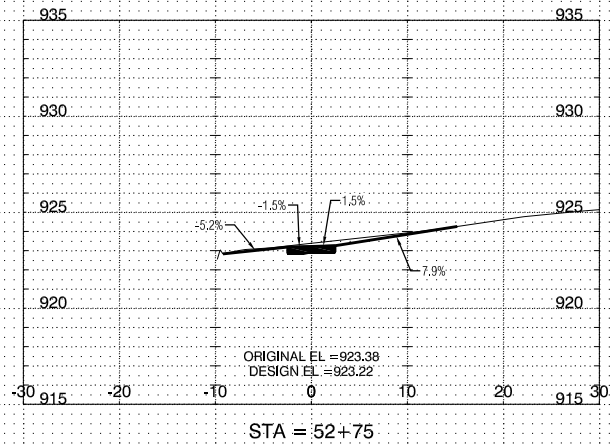
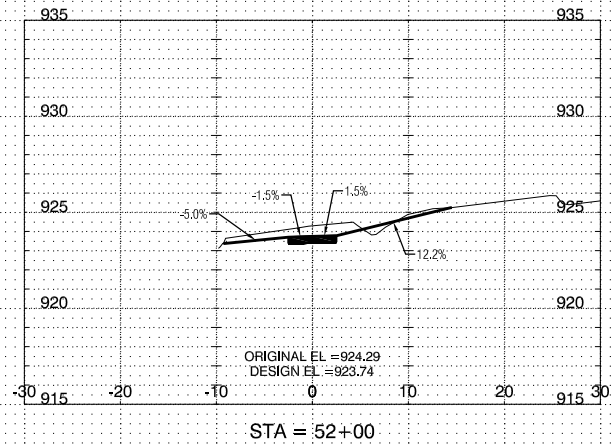
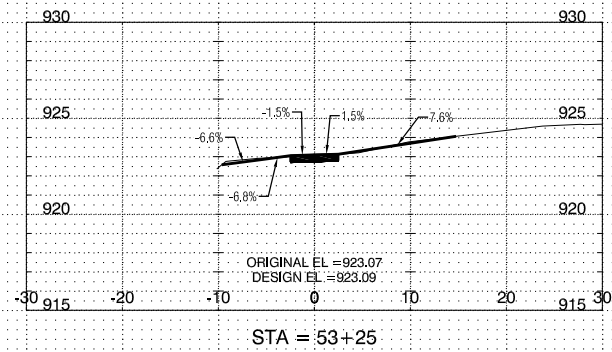
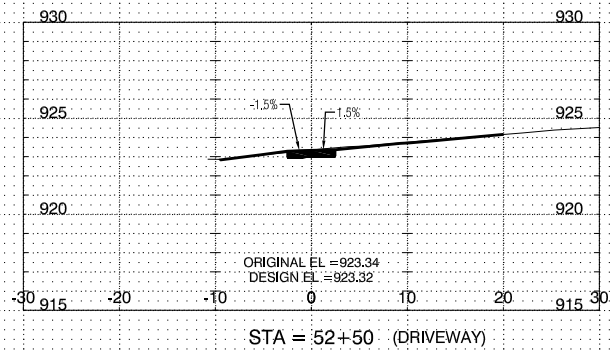
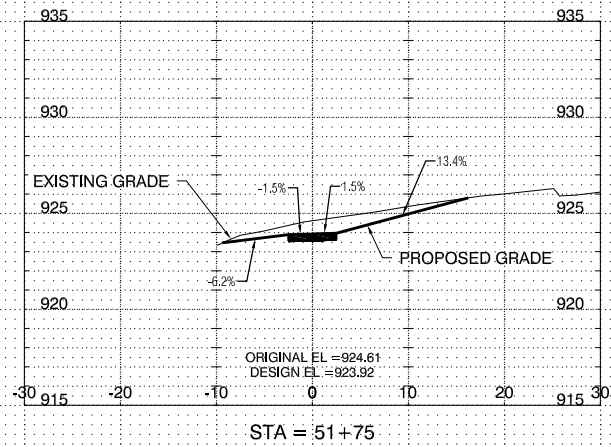
CGA
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.08



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

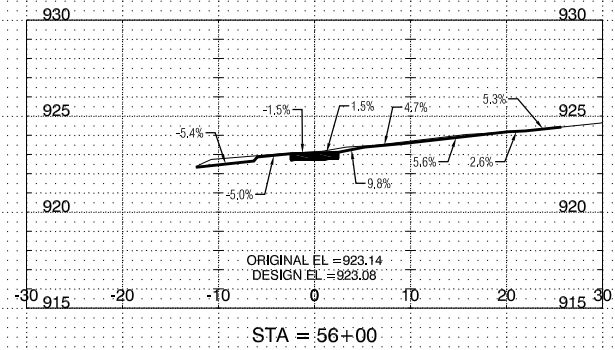
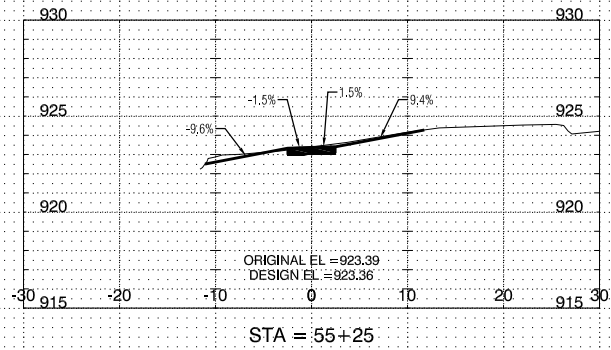
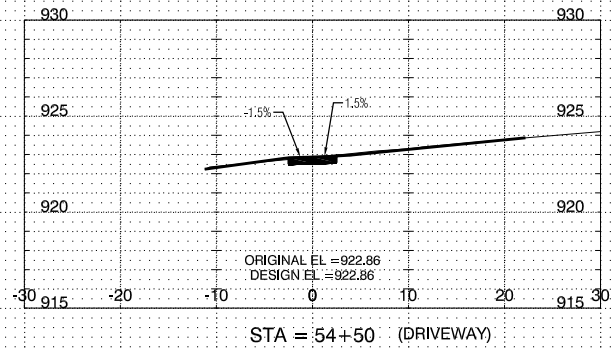
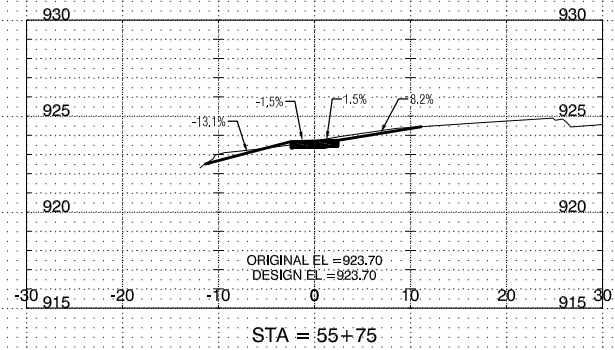
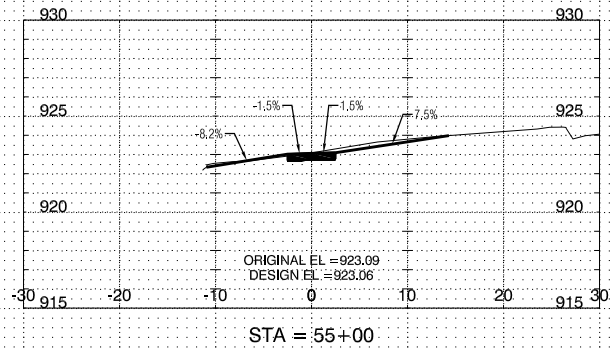
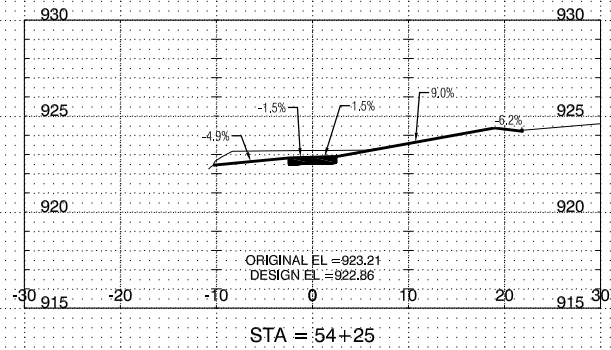
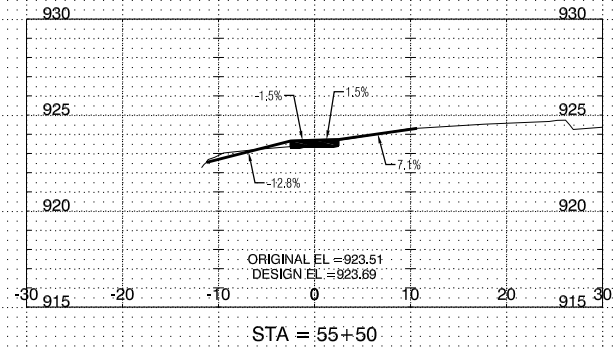
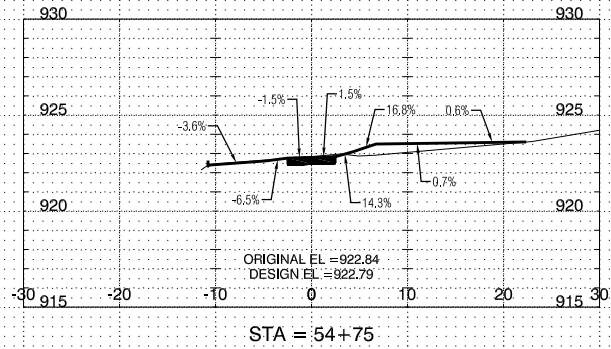
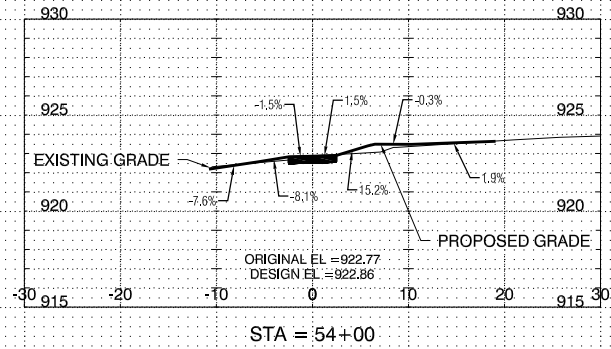
CGA
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.09



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

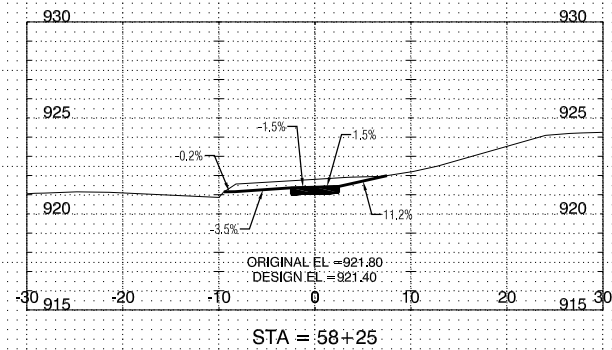
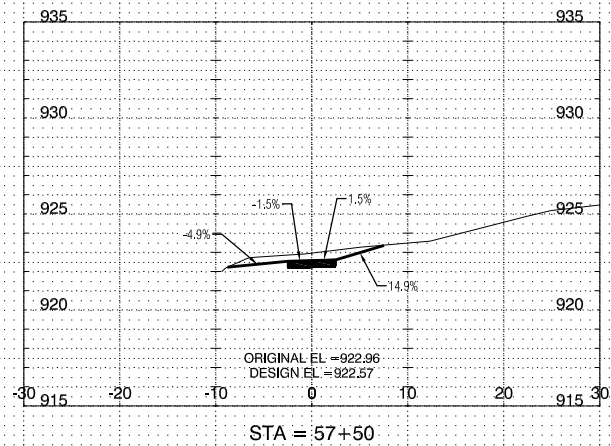
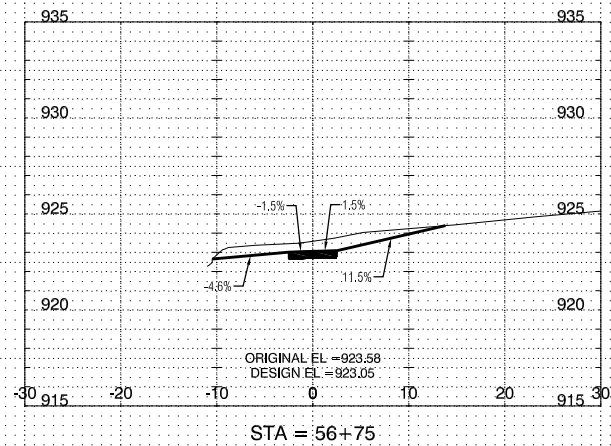
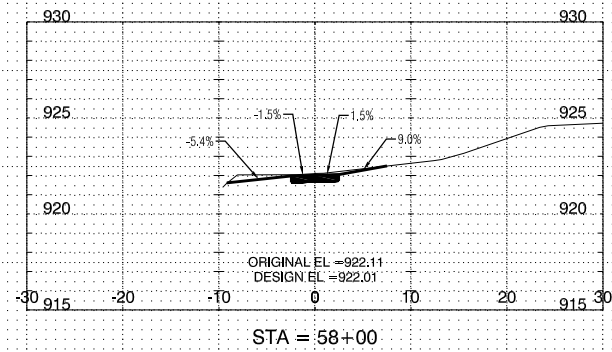
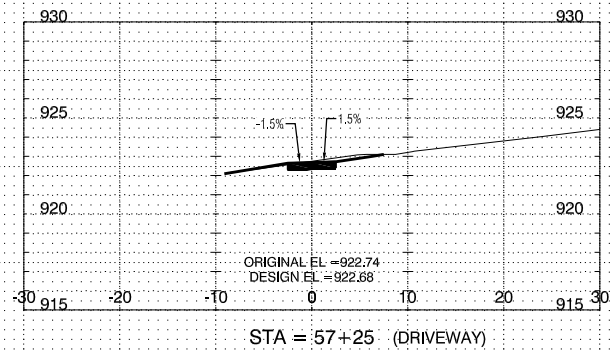
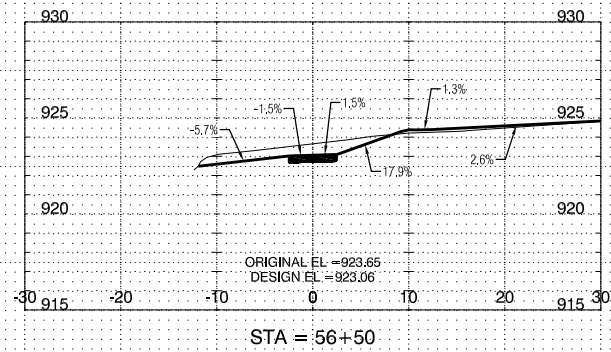
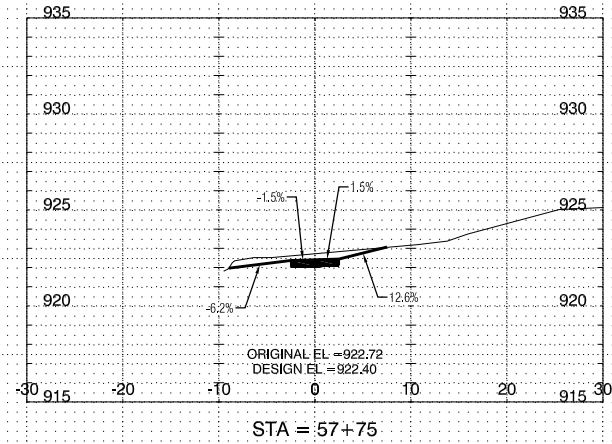
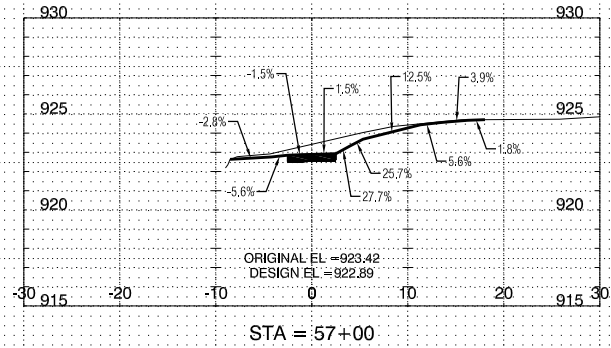
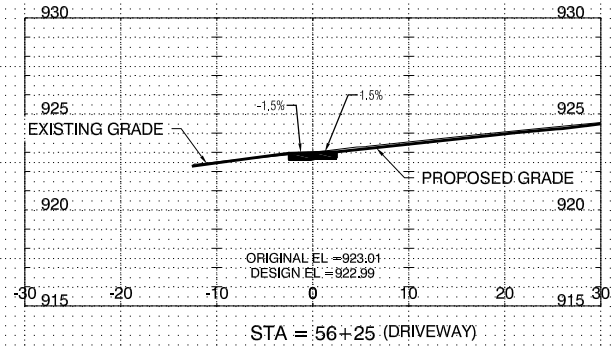


DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.10



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



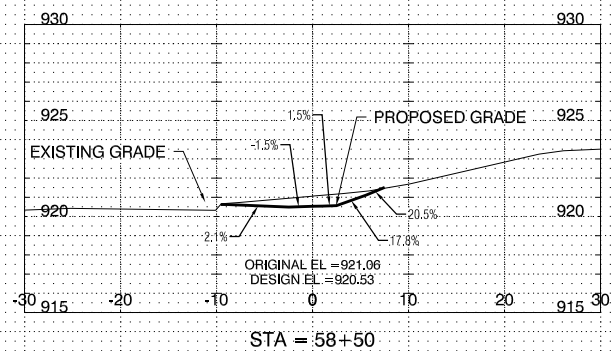
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.11



STA = 58+50

GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



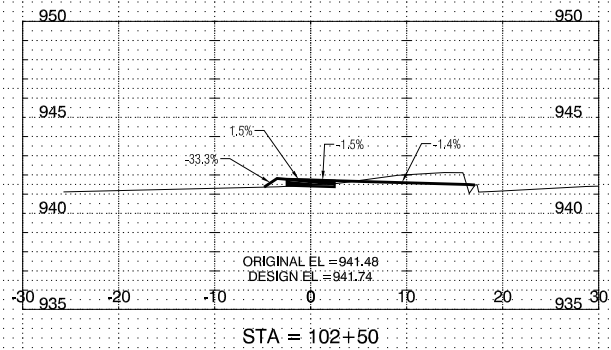
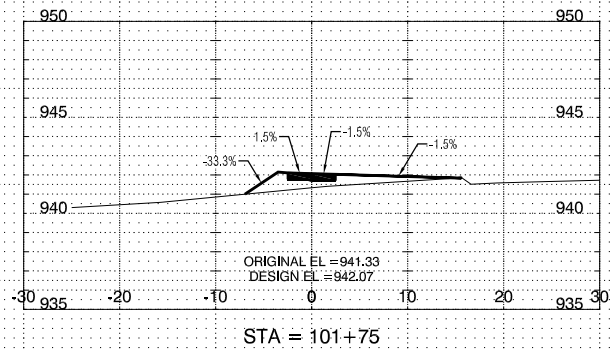
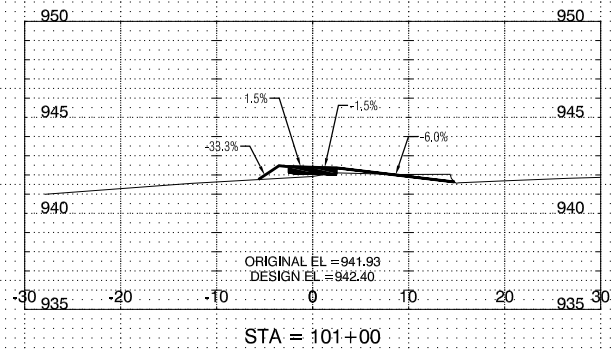
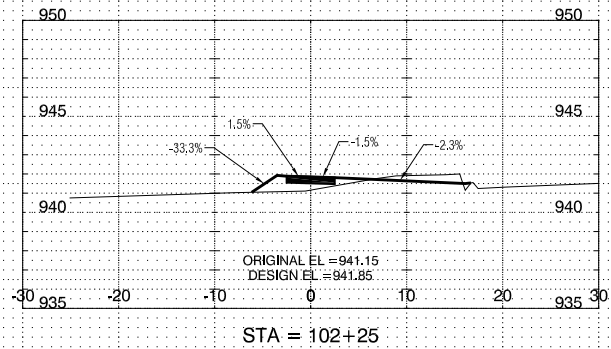
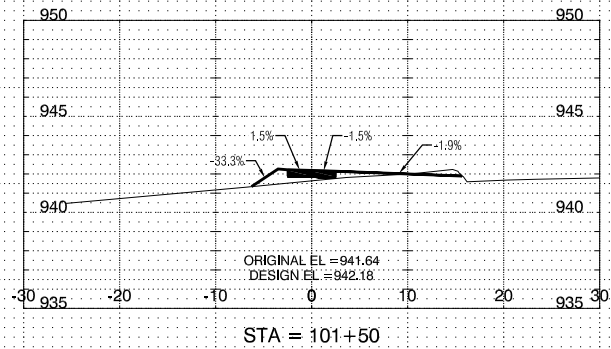
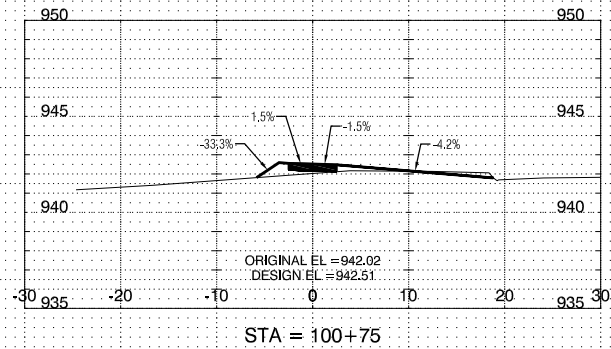
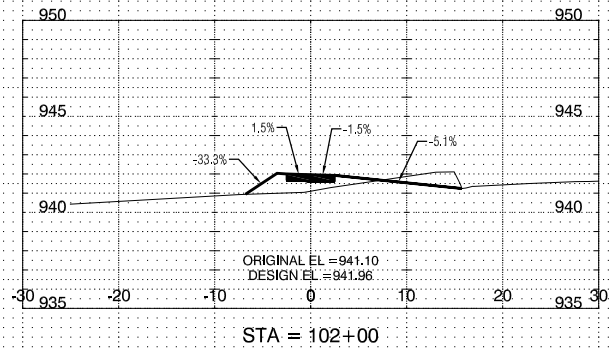
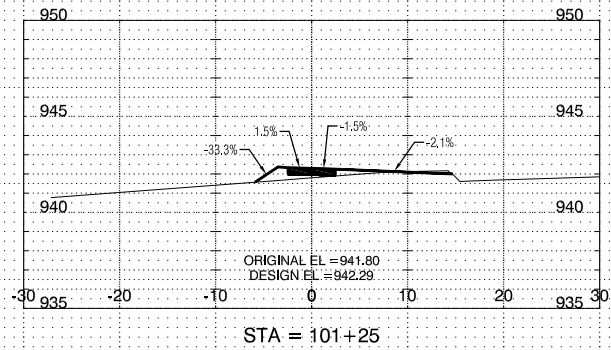
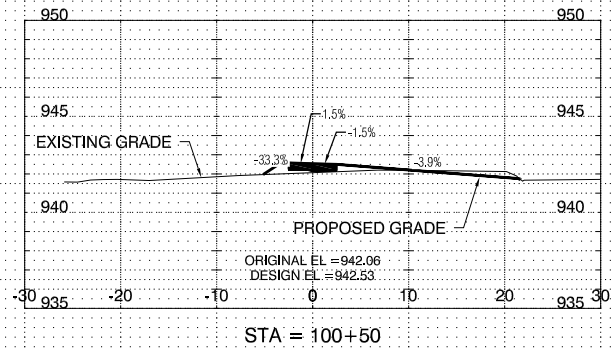
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.12



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

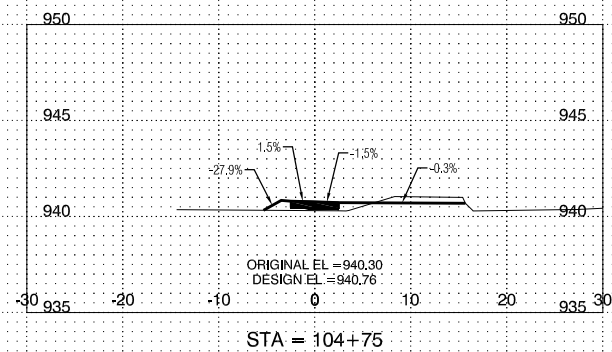
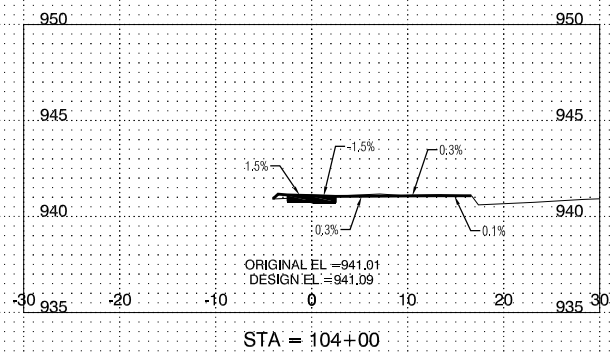
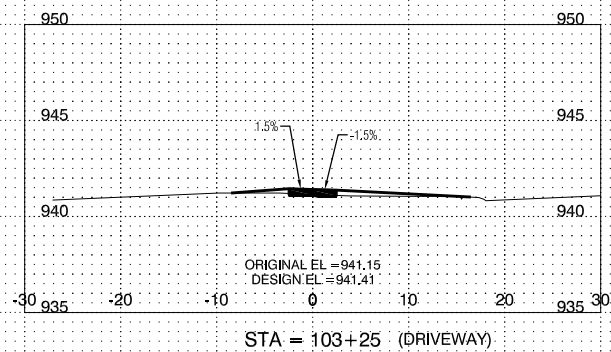
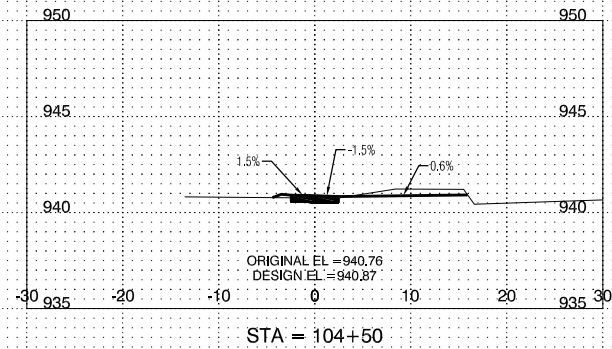
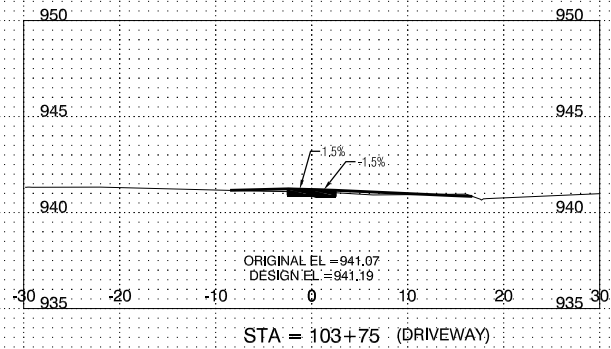
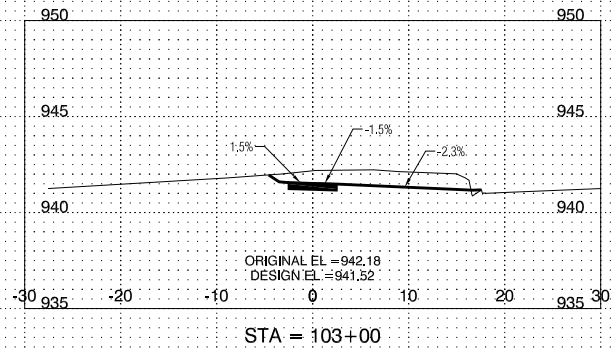
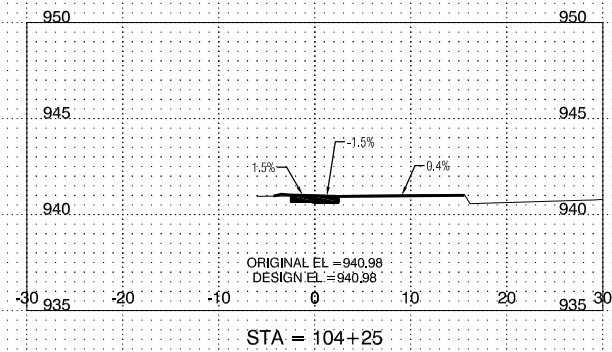
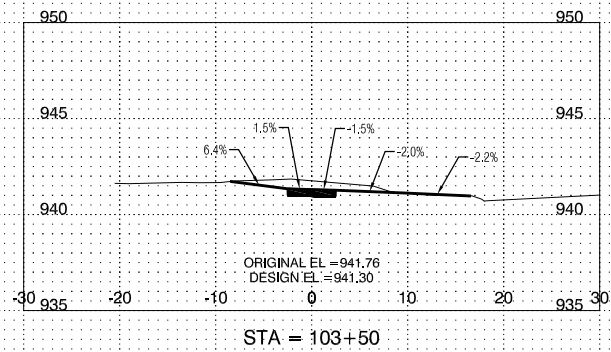
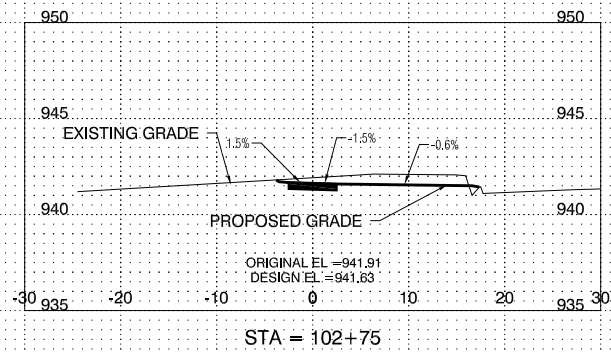


DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.13



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



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Marshalltown, Iowa 50158
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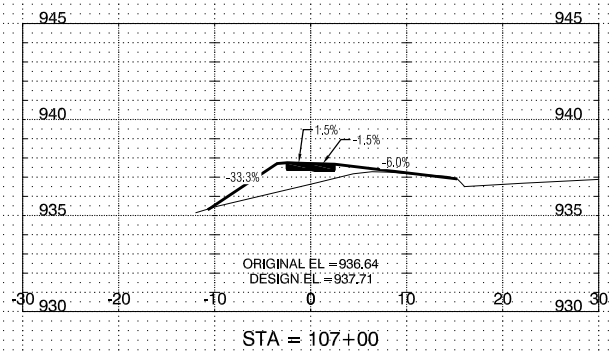
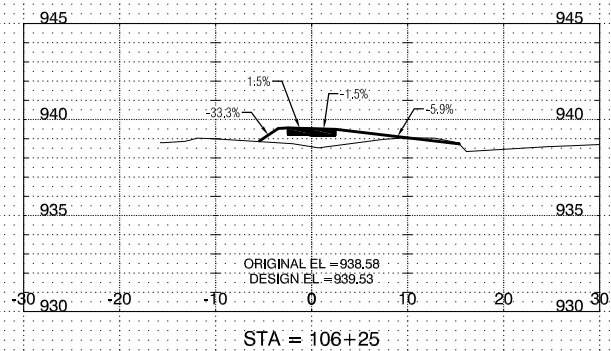
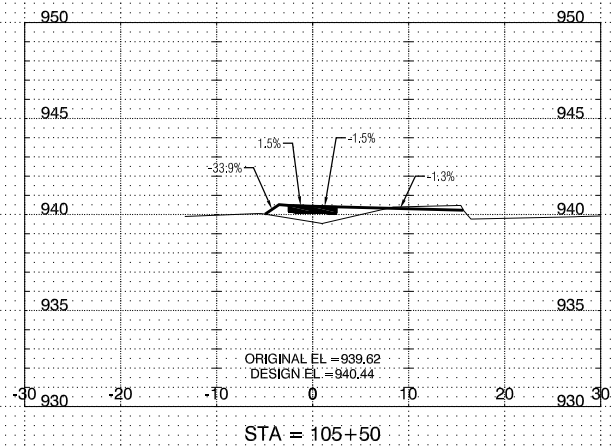
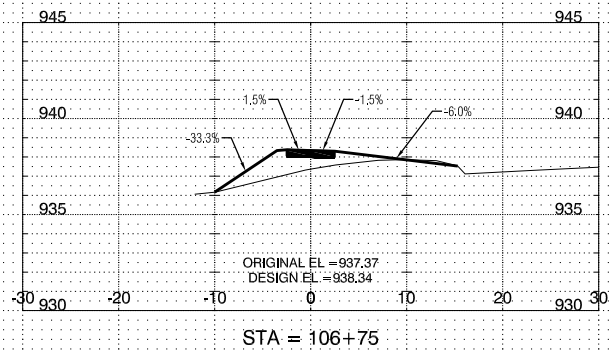
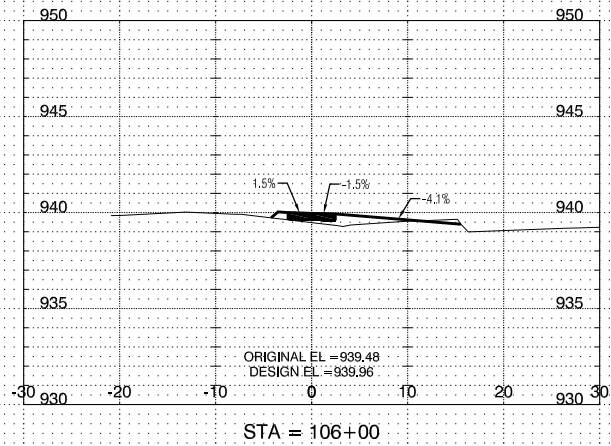
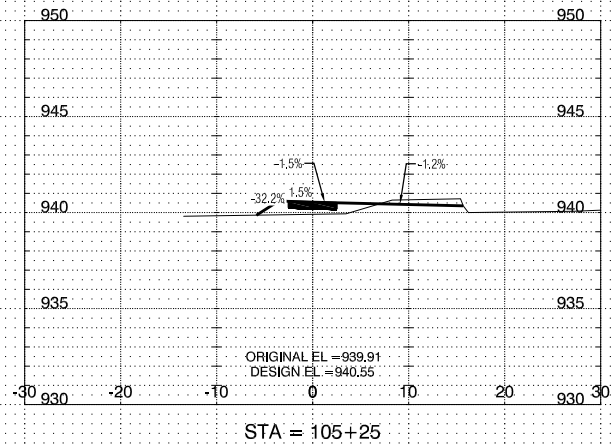
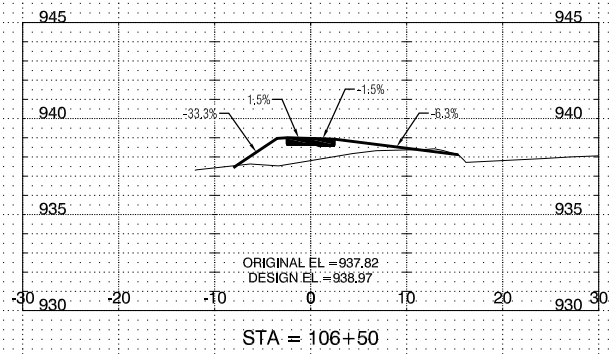
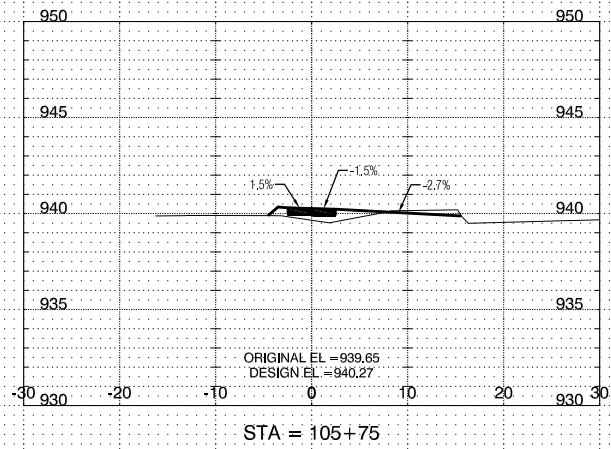
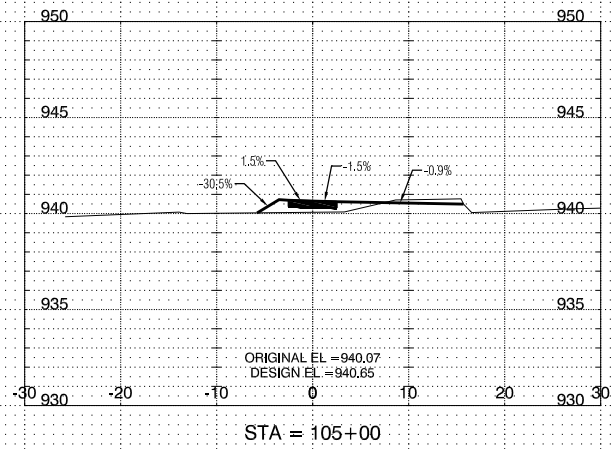
DESIGNED: GTJ/LAW DATE: 2019
DRAWN: GTJ/LAW DATE: 2020
CHECKED: HAT DATE: 2020
APPROVED: HAT DATE: 09/18/2020

12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.14

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GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

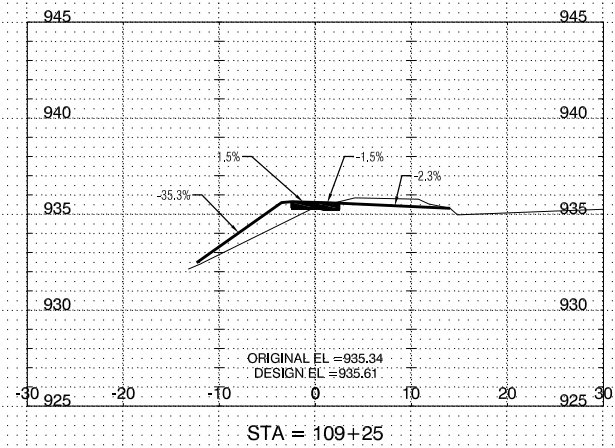
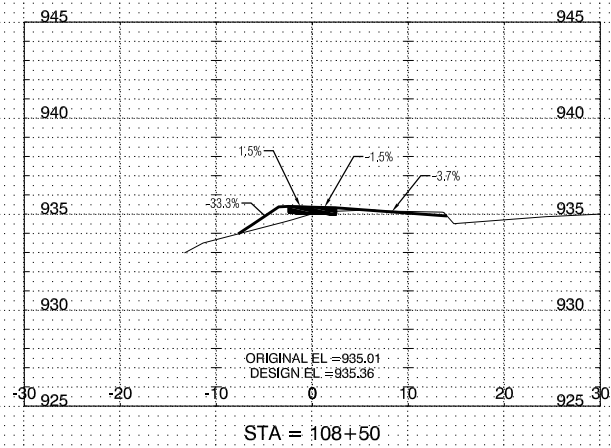
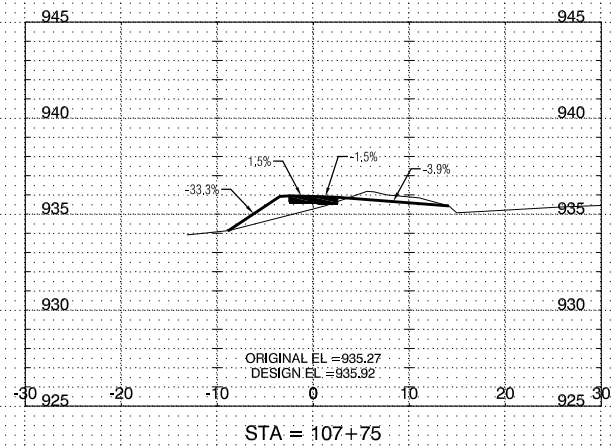
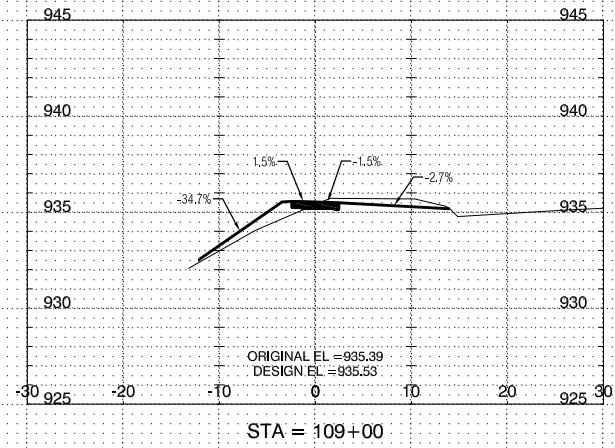
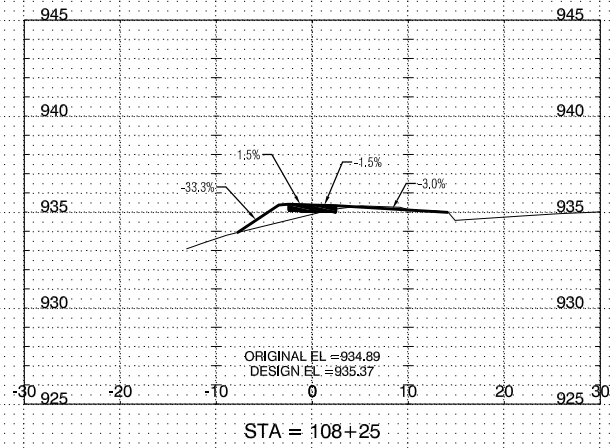
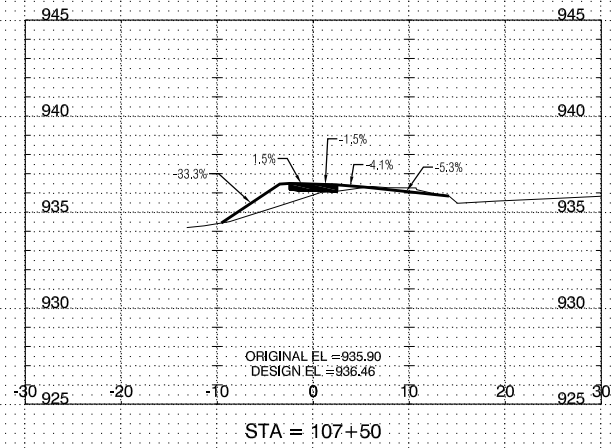
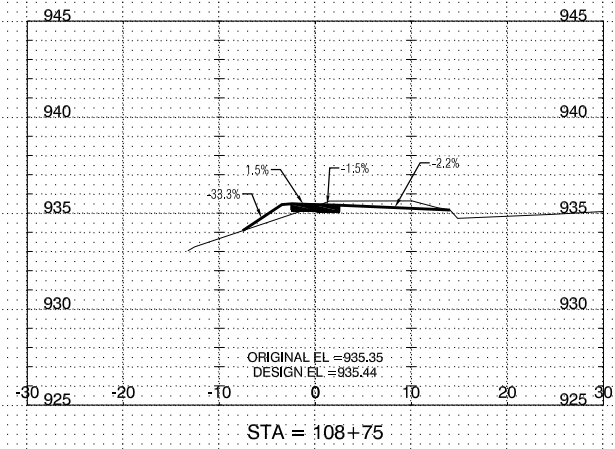
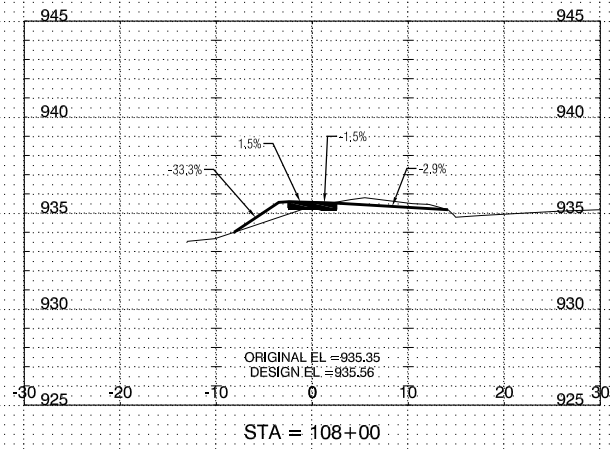
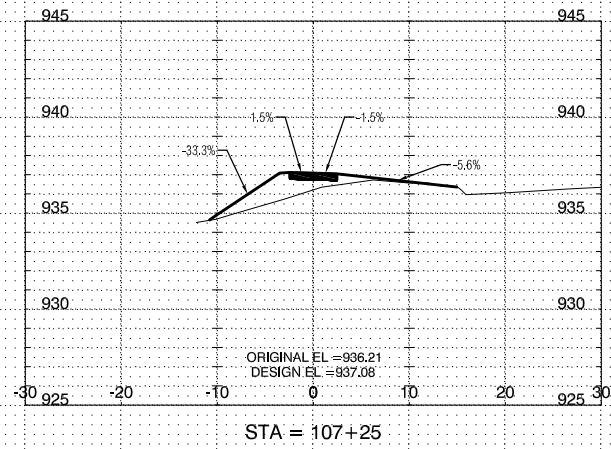


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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.15



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

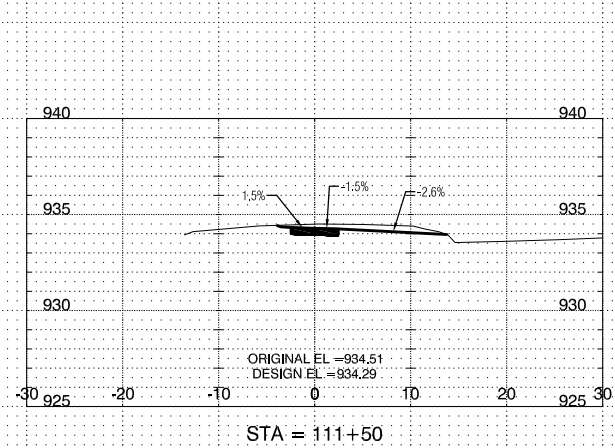
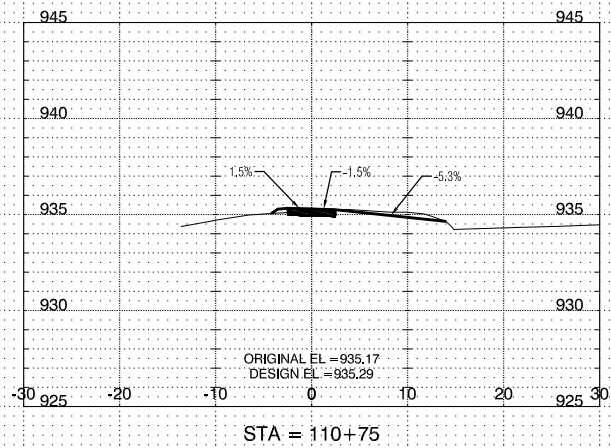
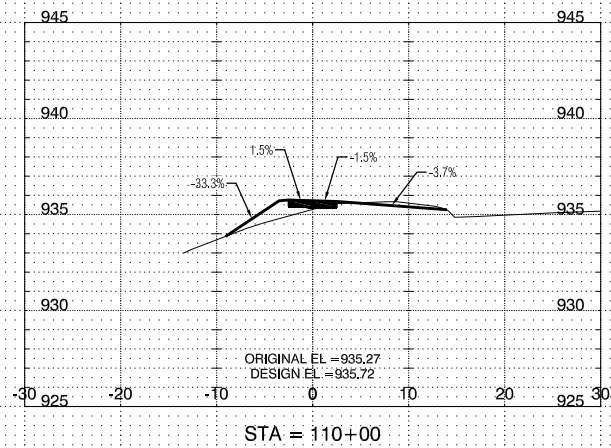
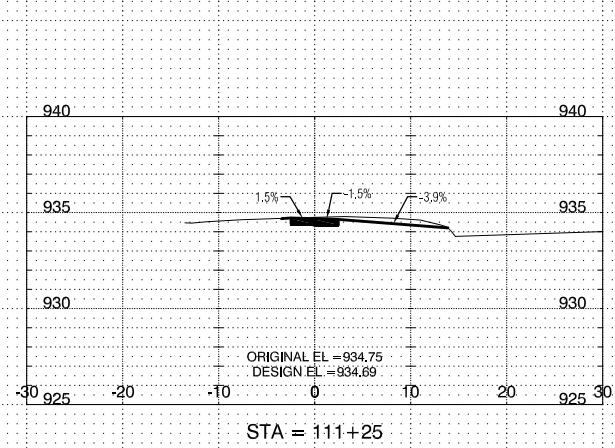
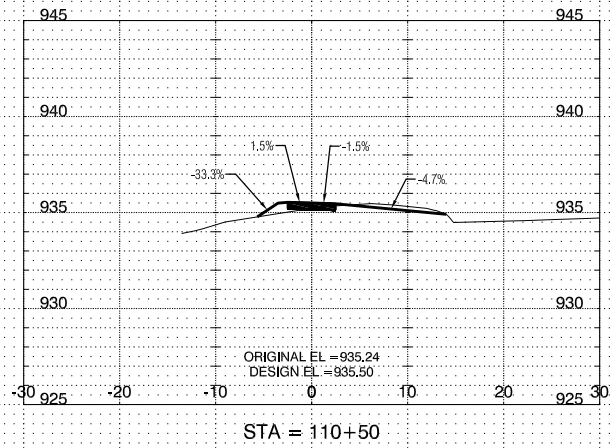
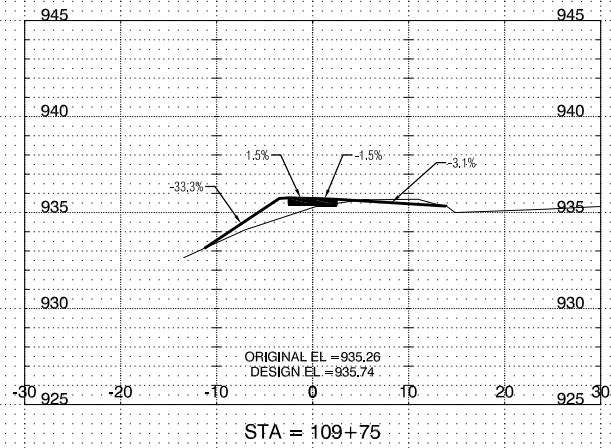
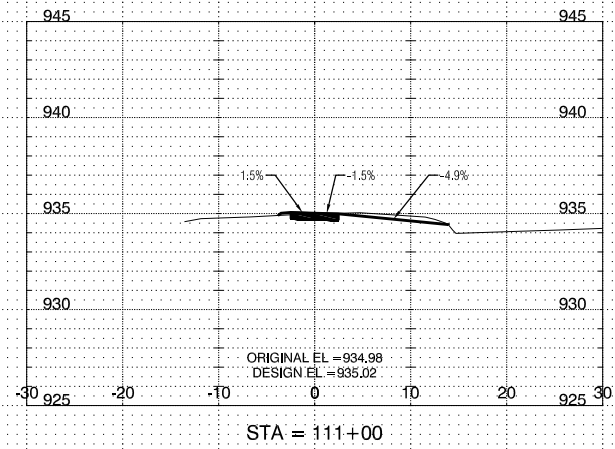
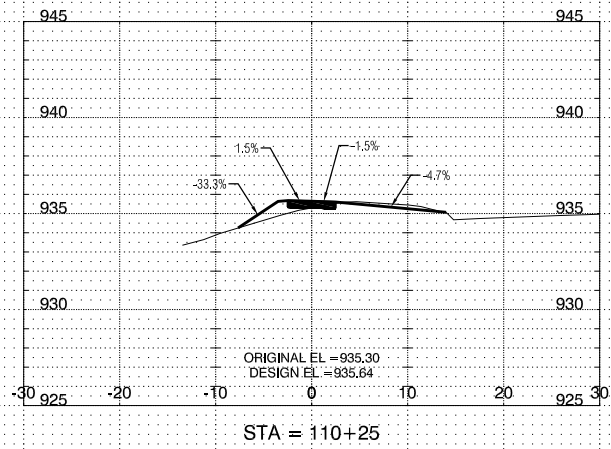
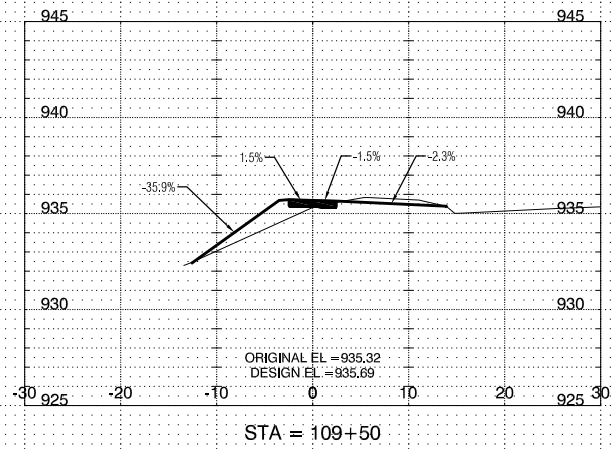


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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.16



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



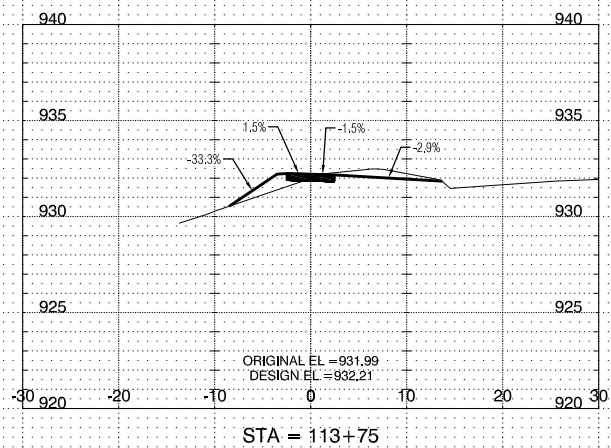
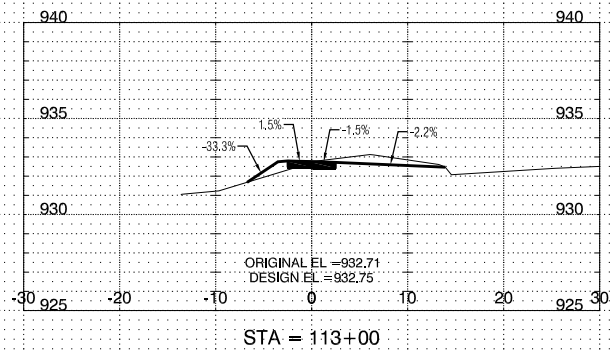
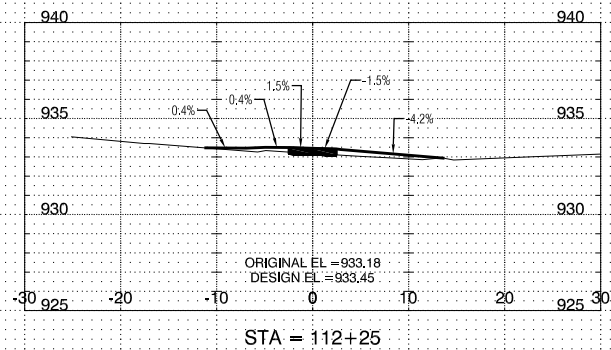
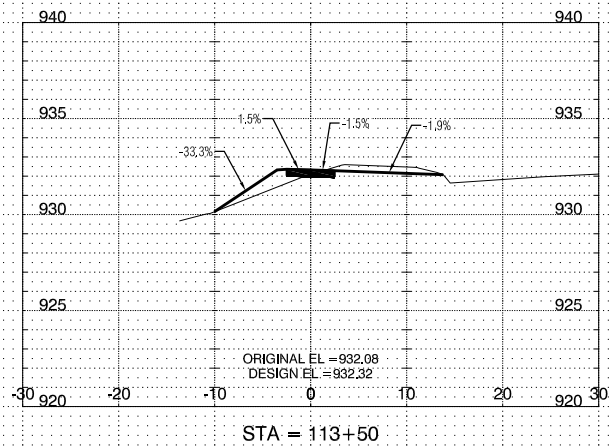
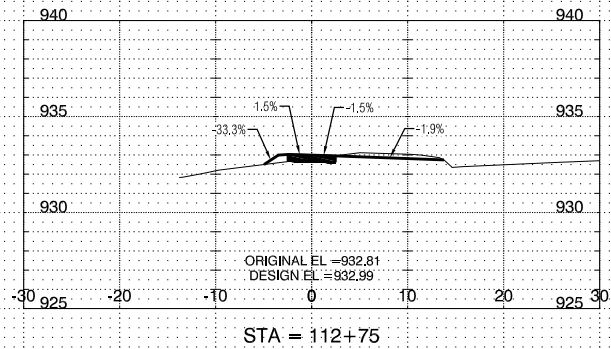
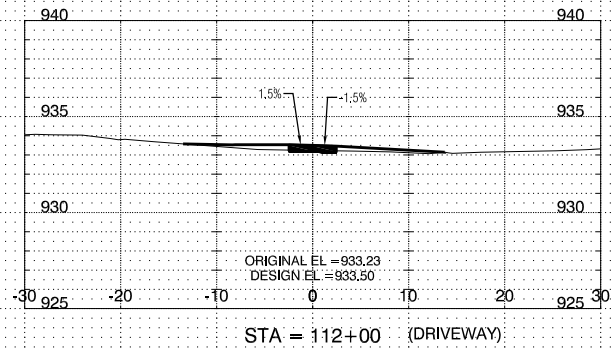
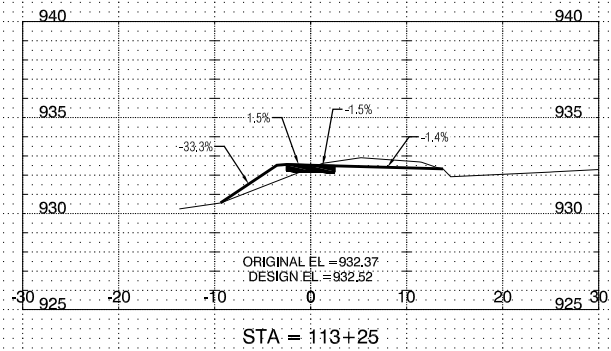
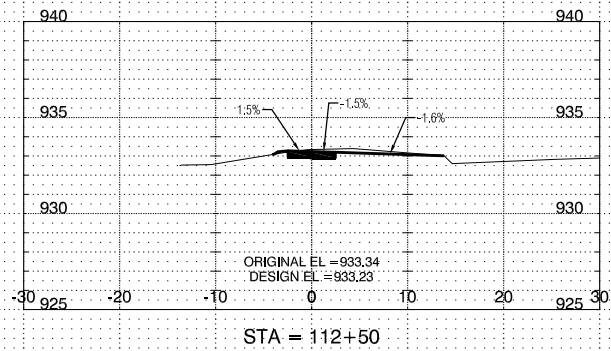
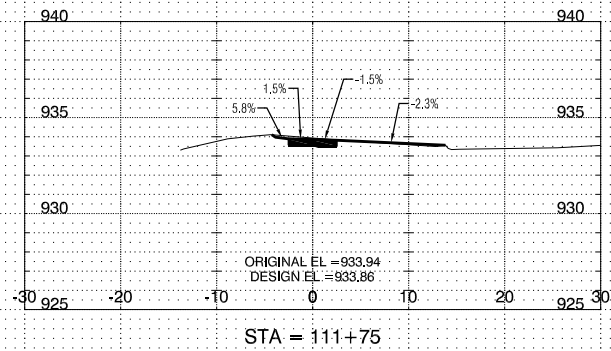
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16 East Main Street
Marshalltown, Iowa 50158
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www.cgaconsultants.com

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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.17



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



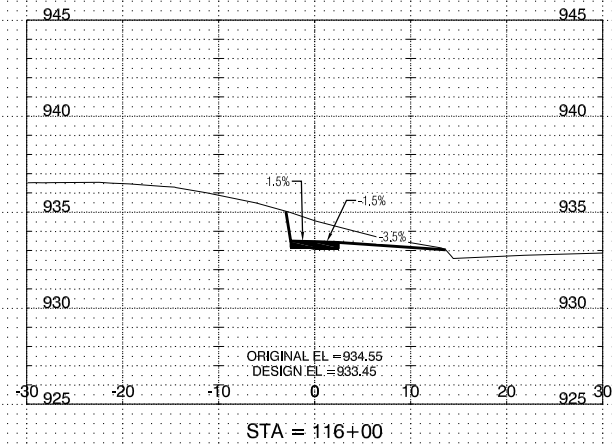
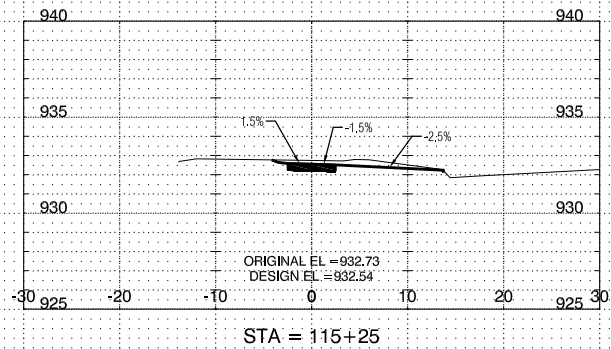
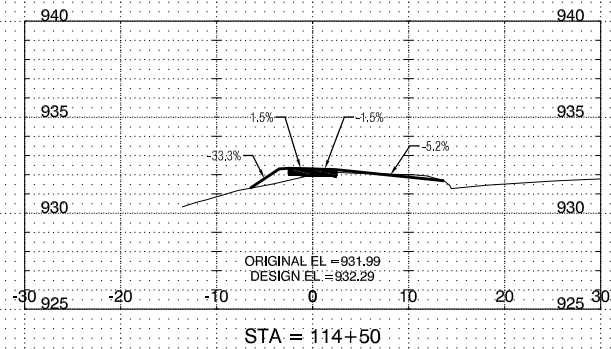
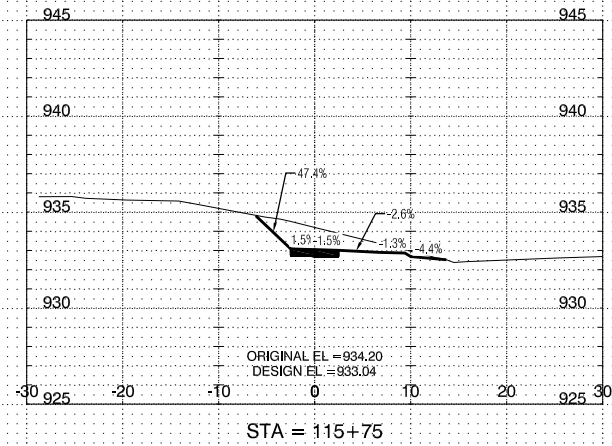
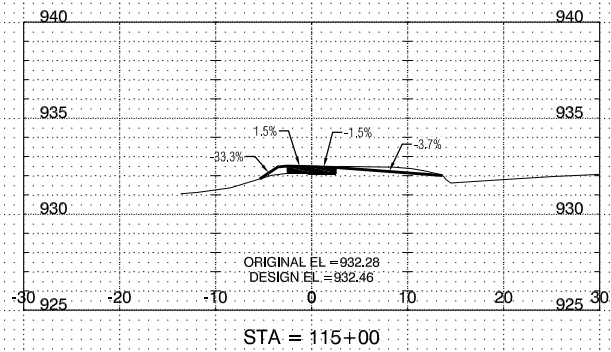
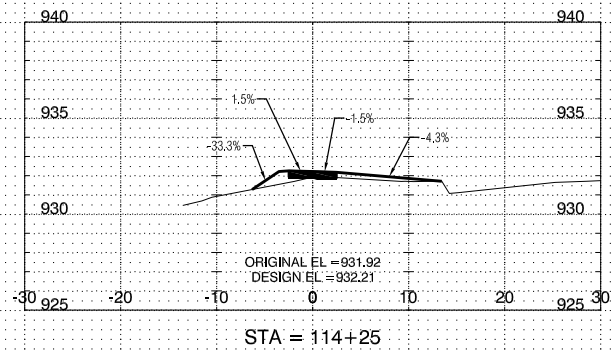
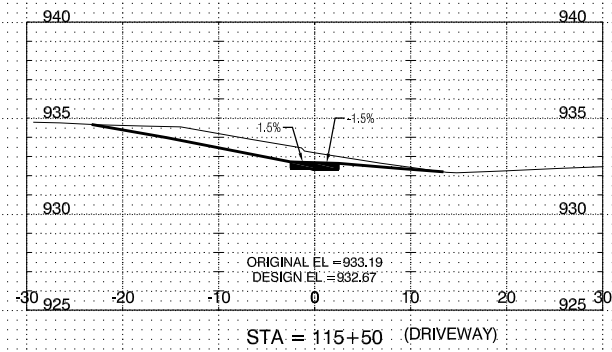
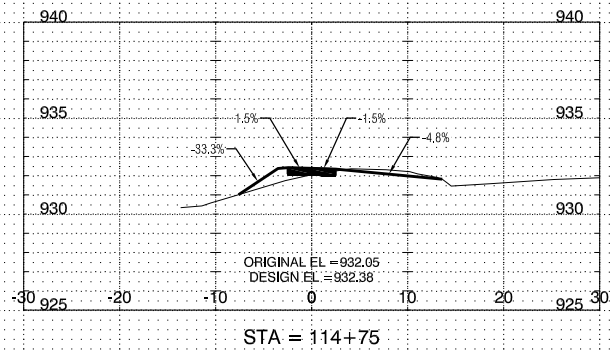
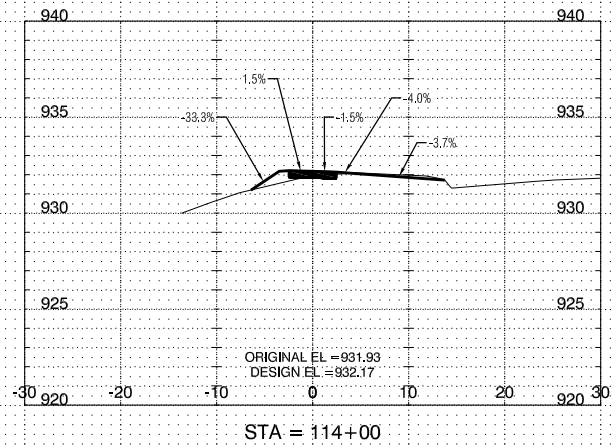
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.18

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GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



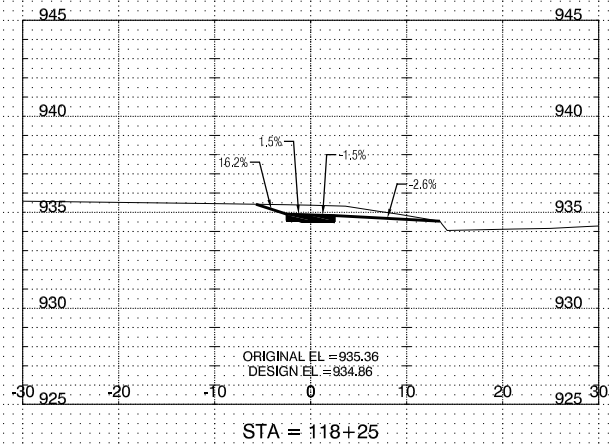
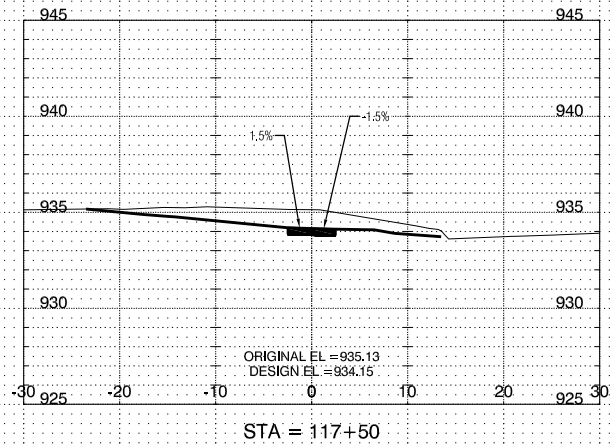
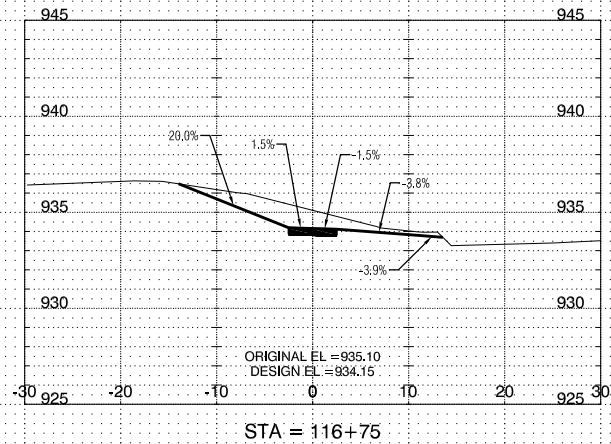
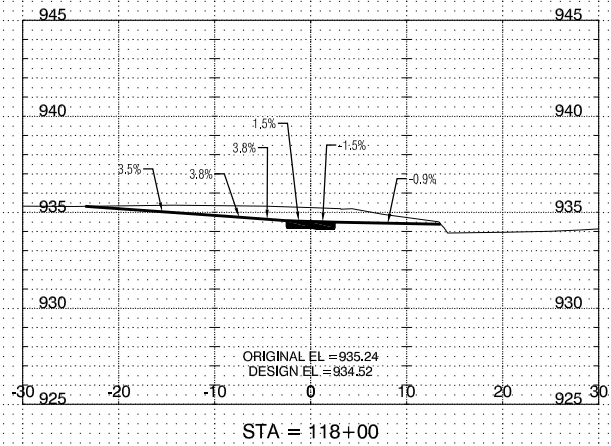
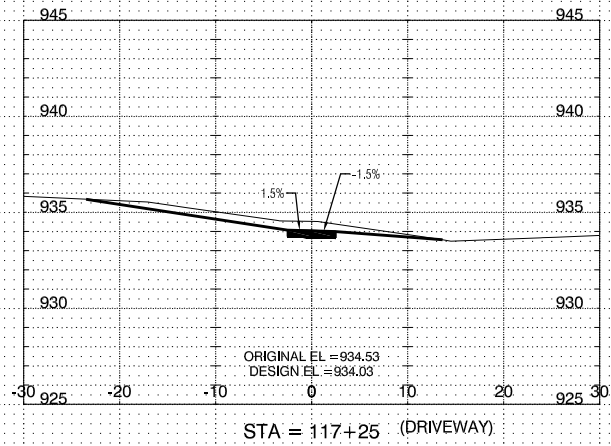
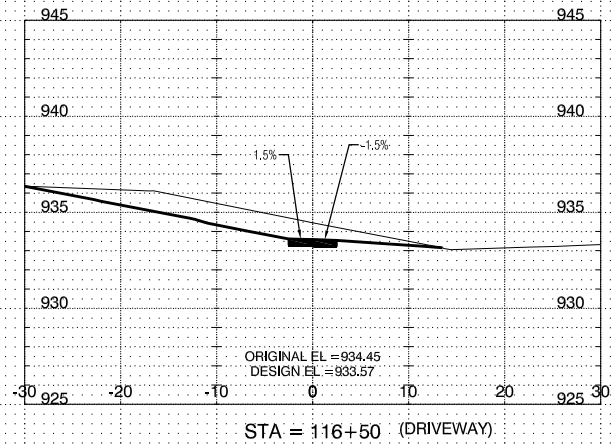
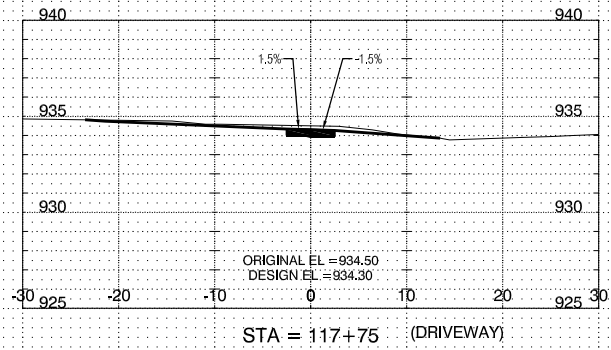
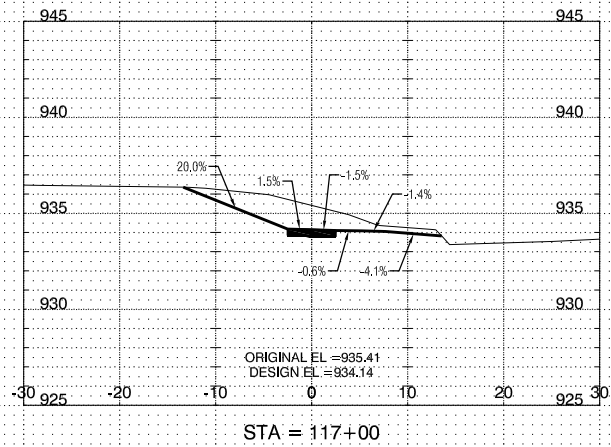
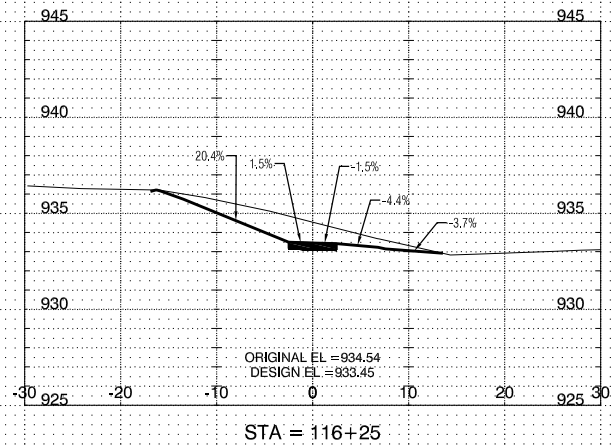
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.19

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GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



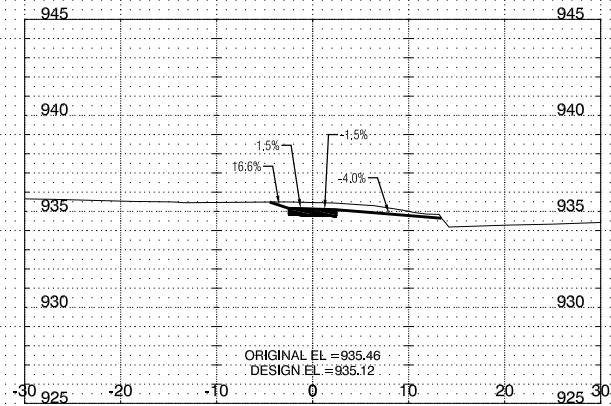
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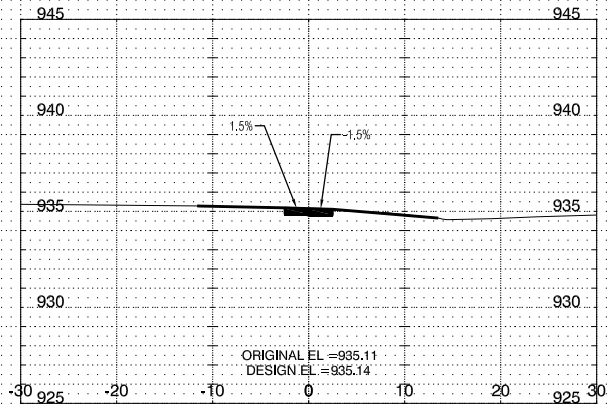
12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

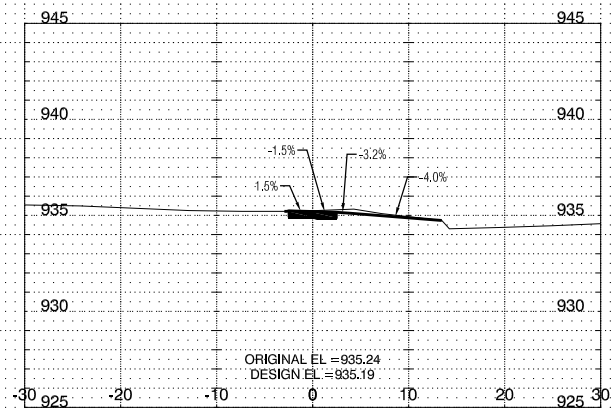
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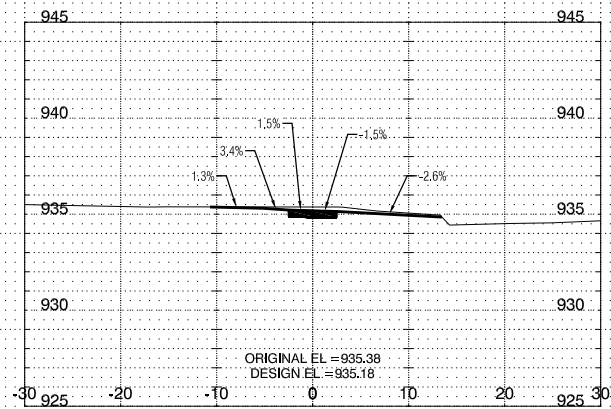
STA = 118+50



STA = 119+25 (DRIVEWAY)



STA = 118+75



STA = 119+00

GRAPHIC SCALE
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1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



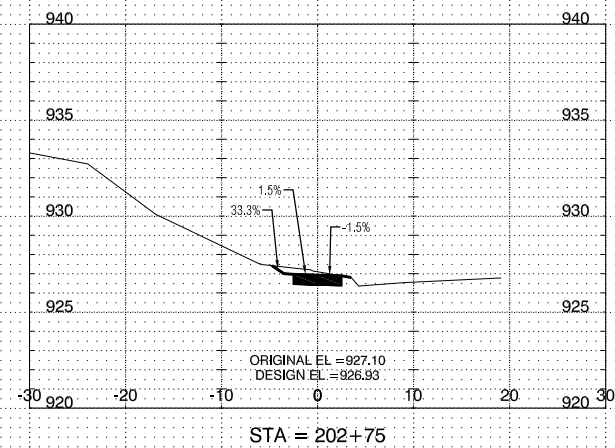
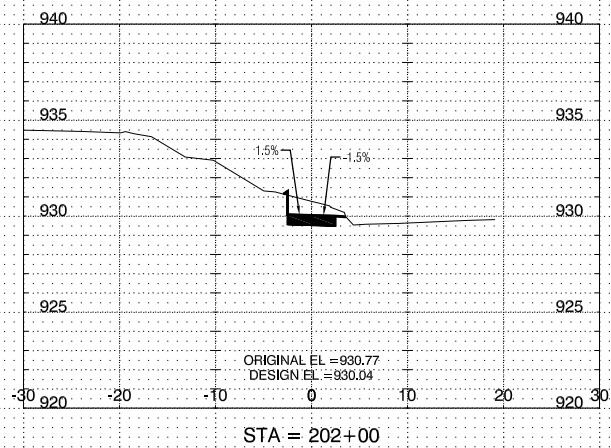
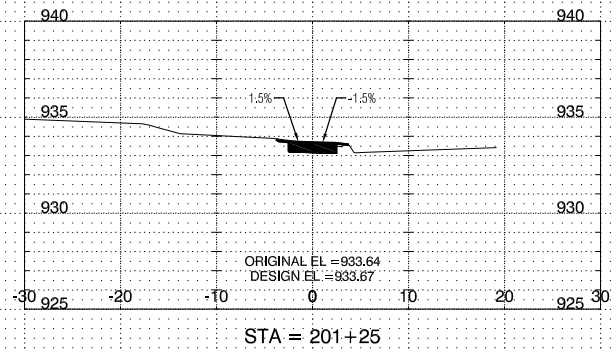
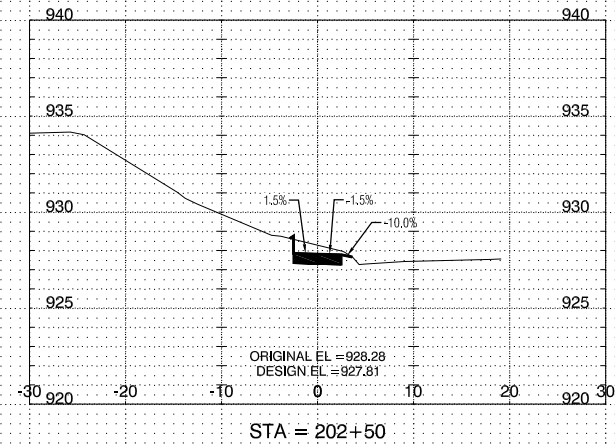
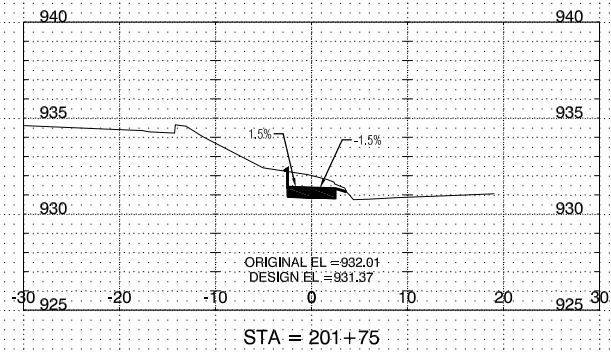
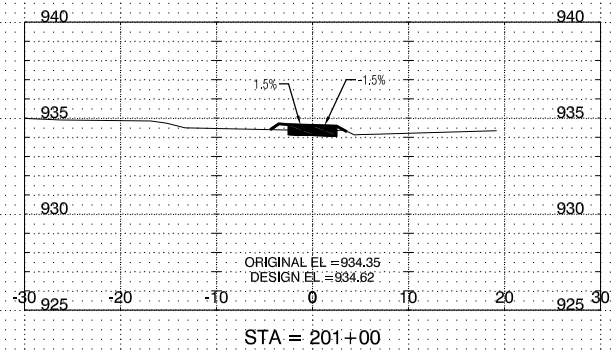
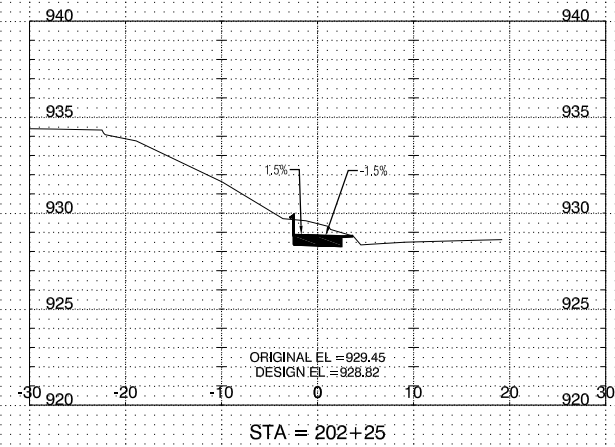
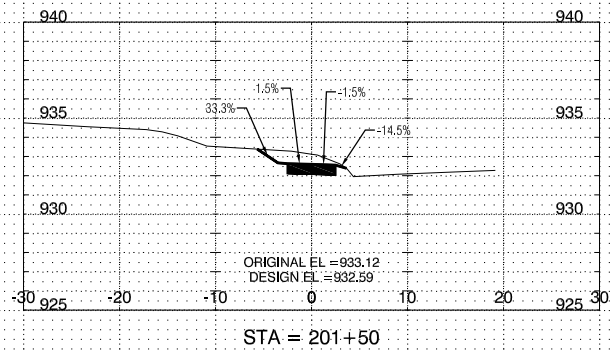
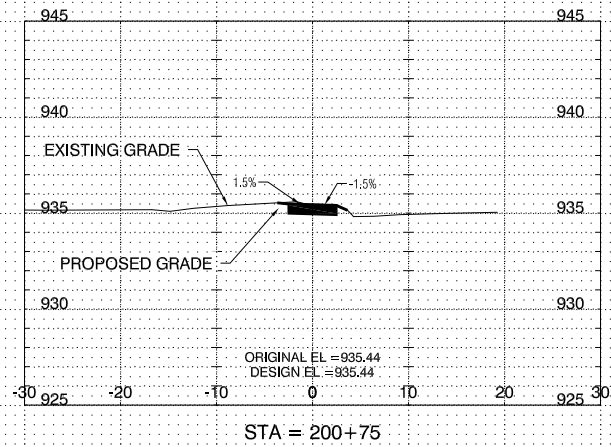
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.21



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



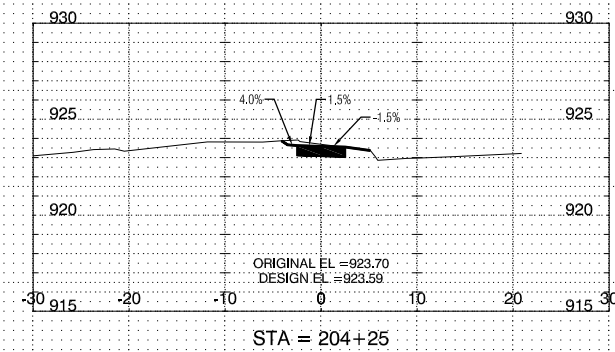
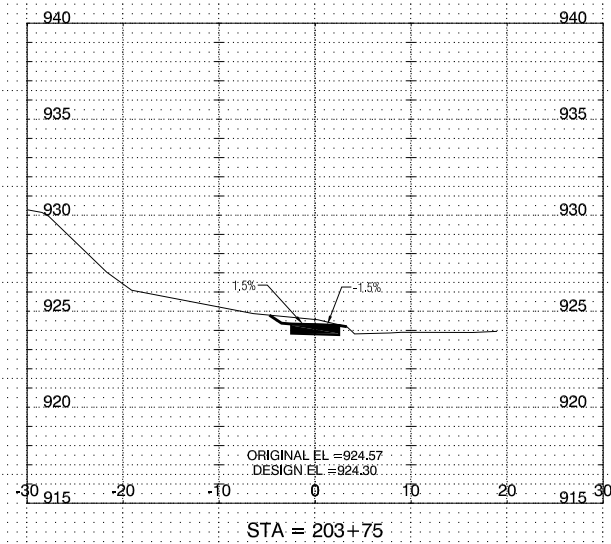
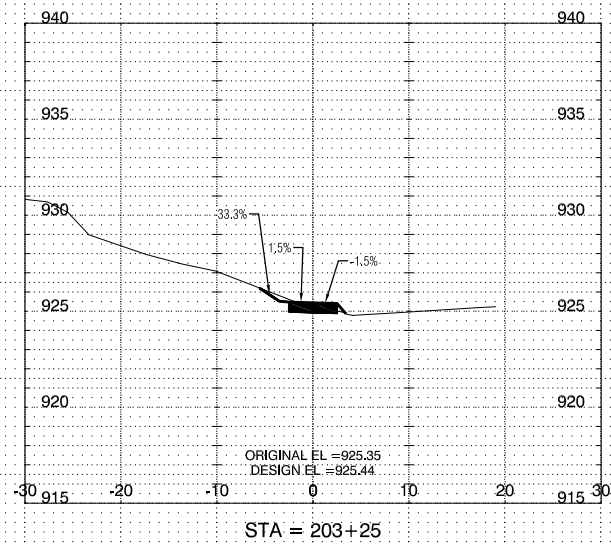
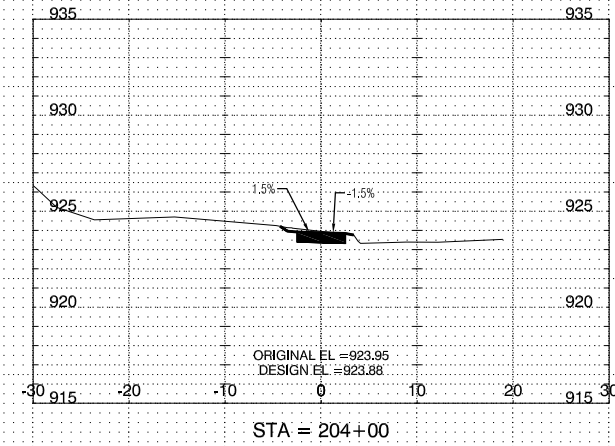
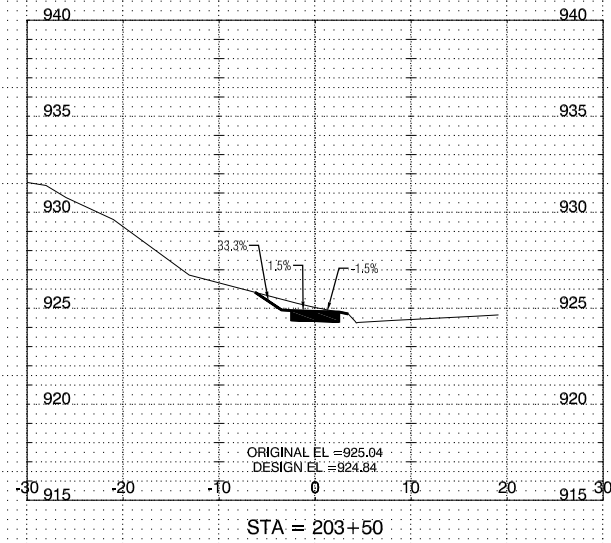
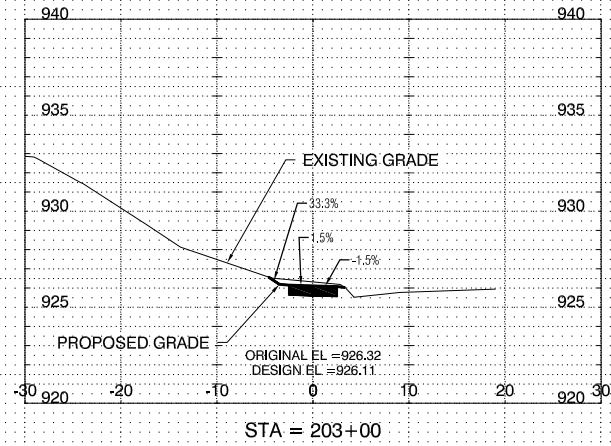
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.22



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



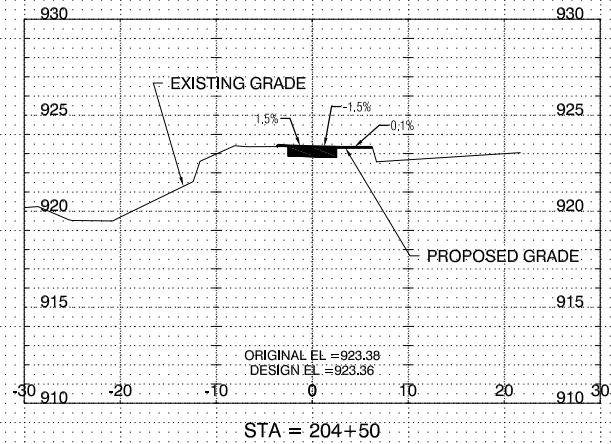
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12TH AVENUE SIDEWALK
MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.23



GRAPHIC SCALE
1" = 20' HORIZONTAL ON 11 x 17
1" = 10' VERTICAL ON 11 x 17

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12TH AVENUE SIDEWALK

MARSHALLTOWN, IOWA

CROSS SECTIONS

PROJECT NO.
1678
SHEET NO.
X.24

Project Manual

12TH AVENUE SIDEWALK

S 12TH Ave.: Casey's to E Anson St.

E Olive St.: S 12th Ave. to S 17th Ave.

S 17th Ave.: E Olive St. north 500 feet

Marshalltown, Iowa

2020

City PN TRL-19002

CGA PN 1678.04



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Project Manual



12th AVENUE SIDEWALK *S 12TH AVE, E OLIVE ST, & S 17TH AVE*

Marshalltown, Iowa

2020



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

Heather Ann Thomas

Heather Ann Thomas, P.E.

Iowa License No. 23208

License Renewal Date: 12-31-2021

September 24th, 2020

Prepared by
Clapsaddle-Garber Associates, Inc.
Engineers and Land Surveyors

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CGA PN 1678.04

CGA

16 East Main Street • P.O. Box 754 • Marshalltown, IA 50158
Phone 641-752-6701 • Fax 641-752-2849 • cga@cgaconsultants.com

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TABLE OF CONTENTS

	Page
PART I – BIDDING AND CONTRACT DOCUMENTS.....	6
OFFICIAL NOTICE OF HEARING AND LETTING	8
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT	10
BIDDING DOCUMENTS.....	24
BID FORM FOR CONSTRUCTION CONTRACT	26
BID BOND (PENAL SUM FORM).....	32
BIDDERS QUALIFICATIONS STATEMENT	34
BIDDER STATUS FORM	38
CONTRACT DOCUMENTS.....	40
NOTICE OF AWARD.....	42
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)	44
PERFORMANCE BOND	52
PAYMENT BOND	56
WARRANTY BOND.....	60
NOTICE TO PROCEED	62
CONTRACT CONDITIONS	64
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	66
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT ..	148
ADDITIONAL FORMS.....	174
CERTIFICATE OF SUBSTANTIAL COMPLETION	176
NOTICE OF ACCEPTABILITY OF WORK	178
CONTRACTOR'S APPLICATION FOR PAYMENT	180
CHANGE ORDER NO.: [#]	188
FIELD ORDER NO.: [FO#]	190
PART II – TECHNICAL SPECIFICATIONS.....	192

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PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

12TH AVENUE SIDEWALK

PROJECT NO. TRL-19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 12TH AVENUE SIDEWALK 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 **12th day of October, 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 number TRL-19002, the 12TH AVENUE SIDEWALK 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 **20th day of October, 2020** for the construction of the 12TH AVENUE SIDEWALK as described in the plans and specifications for Project No. TRL-19002, and which will be opened, read, and tabulated by the City Engineer or his designate via a Go To meeting at that time. A link to the Go To meeting will be available on the Marshalltown Bidding website, listed herein. Bids will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers at 5:30 p.m. on the 26th day of October, 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 12TH AVENUE SIDEWALK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. TRL-19002. **The project includes the following:**

2,382 SY of PCC Sidewalk, 274 SY of PCC Street Pavement, 2,186 SY of PCC Driveway, 26 CY of Combined PCC Retaining Wall / Sidewalk, 4 Each of Pedestrian Crossing Solar Powered LED Signs, 1 Fence Relocation, Tree Removal, Stump Grinding, and miscellaneous appurtenant work usually associated with a sidewalk improvement project.

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

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. 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 \$150 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 28th day of September, 2020.

Owner:	<u>City of Marshalltown</u>
By:	<u>Alicia Hunter</u>
Title:	<u>City Clerk</u>

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINED TERMS	11
ARTICLE 2— BIDDING DOCUMENTS.....	11
ARTICLE 3— QUALIFICATIONS OF BIDDERS.....	12
ARTICLE 4— PRE-BID CONFERENCE	13
ARTICLE 5— SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE	13
ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS	15
ARTICLE 7— INTERPRETATIONS AND ADDENDA.....	15
ARTICLE 8— BID SECURITY	16
ARTICLE 9— CONTRACT TIMES.....	16
ARTICLE 10— SUBSTITUTE AND "OR EQUAL" ITEMS.....	16
ARTICLE 11— SUBCONTRACTORS, SUPPLIERS, AND OTHERS	17
ARTICLE 12— PREPARATION OF BID	17
ARTICLE 13— BASIS OF BID	18
ARTICLE 14— SUBMITTAL OF BID.....	19
ARTICLE 16— OPENING OF BIDS.....	20
ARTICLE 17— BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	20
ARTICLE 18— EVALUATION OF BIDS AND AWARD OF CONTRACT	20
ARTICLE 19— BONDS AND INSURANCE	21
ARTICLE 20— SIGNING OF AGREEMENT	21
ARTICLE 21— SALES AND USE TAXES	22
ARTICLE 22— PREFERENCE FOR IOWA PRODUCTS	22
ARTICLE 23— ENGINEER INFORMATION	22

ARTICLE 1—DEFINED TERMS

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

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

ARTICLE 2—BIDDING DOCUMENTS

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

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

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

2.04 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2020 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.
- D. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
- E. Electronic Documents that are available in native file format include:
 - 1. **Proposed Sidewalk Alignment & Profile [in xml file format]**.
- F. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- G. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- H. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. 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.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. 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.

3. 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.
4. *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 23 for contact information.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made

to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.02 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

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.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include the Bid Form, Bid Bond Form, and other required documents. 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.
- 16.02 Due to the safety of the public and the current situation with COVID-19, the following changes have been made on how bids will be submitted and read:
- A. You are strongly encouraged to submit your bid via mail.
 - B. If you do not mail your bid, bidders are encouraged to call ahead and arrange a time for when they will drop off their bid.
 - C. If you do not mail your bid, when arriving at city hall you must call 641-754-5701 to meet the city clerk at the door.
 - D. Please write a contact email on your proposal envelope for who should be contacted from your company with results.
 - E. Bid reading will not be open to the public but can be attended via Go To meeting video conference. Refer to the City's Bidding website to obtain a link to the Go To meeting.
- 16.03 City building access is restricted at this time.

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. For determination of the apparent low Bidder when unit price bids are submitted, Bid will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations, as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

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

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

ARTICLE 20—SIGNING OF AGREEMENT

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

ARTICLE 21—SALES AND USE TAXES

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

ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS

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

ARTICLE 23—ENGINEER INFORMATION

23.01 The Design Engineering firm is: Clapsaddle-Garber Associates, Inc.

- A. The Engineering firm's contact person is: Heather A Thomas, PE
- B. The firm's address is: 16 E Main Street, Marshalltown, IA 50158
- C. Phone (641) 752-6701 x 48
- D. Email: hthomas@cgaconsultants.com

23.02 The Engineer responsible during bidding and construction is through the City of Marshalltown Public Works Department:

- A. The contact person is: Jay C. Koch, PE
- B. The address is: 24 N Center Street, Marshalltown, IA 50158
- C. Phone: (641) 754-5734 x 4150
- D. Email: jkoch@marshalltown-ia.gov

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BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marshalltown
City Clerk's Office
24 N. Center Street
Marshalltown, IA 50158.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

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

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	EXTENSION BID AMOUNT
1	MOBILIZATION	1	LS	\$	\$
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$	\$
3	EARTHWORK, CLASS 13	1,807	CY	\$	\$
4	CLEARING AND GRUBBING	1	LS	\$	\$
5	STUMP GRINDING	2	EA	\$	\$
6	TREE REMOVAL	1	EA	\$	\$
7	REMOVAL OF DRIVEWAY OR PAVEMENT	2,141	SY	\$	\$
8	REMOVALS, AS PER PLAN	1	LS	\$	\$
9	COMPACTION TESTING	1	LS	\$	\$
10	SUBGRADE PREPARATION, 6"	4,680	SY	\$	\$
11	SUBGRADE PREPARATION, 12"	301	SY	\$	\$
12	GRANULAR SUBBASE, 4"	2,494	SY	\$	\$
13	GRANULAR SUBBASE, 6"	2,186	SY	\$	\$
14	MODIFIED SUBBASE, 12"	301	SY	\$	\$
15	PCC SIDEWALK, CLASS C, 5"	2,382	SY	\$	\$
16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	26	CY	\$	\$
17	MODULAR BLOCK RETAINING WALL	85	SF	\$	\$
18	PCC PAVEMENT, CLASS M, 8"	274	SY	\$	\$
19	DRIVEWAYS, CLASS M, 6" PCC	557	SY	\$	\$
20	DRIVEWAYS, CLASS M, 8" PCC	1,629	SY	\$	\$
21	DRIVEWAYS, 12" GRANULAR SURFACING	211	SY	\$	\$
22	CURB AND GUTTER, 2.5' PCC	88	LF	\$	\$
23	DETECTABLE WARNINGS	80	SF	\$	\$
24	PEDESTRIAN CROSSING, LED, SOLAR POWERED PUSH BUTTON	4	EA	\$	\$
25	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	1	LS	\$	\$
26	FENCE RELOCATION	1	LS	\$	\$
27	MACADAM STONE	4	TON	\$	\$
28	TRENCH DRAIN, 2' X 6'	1	EA	\$	\$
29	WATTLES, INSTALLATION	1,450	LF	\$	\$
30	WATTLES, REMOVAL OF DEVICE	1,450	LF	\$	\$
31	SILT FENCE, INSTALLATION	190	LF	\$	\$
32	SILT FENCE, REMOVAL OF SEDIMENT	190	LF	\$	\$
33	SILT FENCE, REMOVAL OF DEVICE	190	LF	\$	\$
34	INLET PROTECTION DEVICE, INSTALLATION	6	EA	\$	\$
35	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	6	EA	\$	\$
36	STABILIZED CONSTRUCTION ENTRANCE	3	EA	\$	\$
37	CLEANUP, SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	1	LS	\$	\$
TOTAL					\$

3.02 Bidder acknowledges that:

- A. 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
- B. 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 No Work, other than clearing and grubbing; stump grinding; and tree removal, shall commence prior to March 1, 2021.

4.02 The Work will be substantially complete on or before September 30th, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 30th, 2022. Final payment shall not be made until vegetation is fully established.

4.03 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>): 12th Ave Sidewalk Marshalltown, Iowa Bid Due Date: October 20, 2020
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
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</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 _____	Attest _____
_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
Name _____ <i>(Printed or typed)</i>	Name _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ 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 authority to sign.)

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:

Owner: City of Marshalltown Owner's Project No.: TRL-19002

Engineer: Clapsaddle-Garber Associates, Inc. Engineer's Project No.: 1678

Project: 12th Avenue Sidewalk

Contract Name: 12th Avenue Sidewalk, TRL-19002

Bidder:

Bidder's Address:

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

12th Avenue Sidewalk, TRL-19002

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

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

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

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

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

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

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

Owner: **City of Marshalltown, Iowa**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Construction of a PCC sidewalk along the east side of S 12th Avenue from Casey's (~1,100 feet north of E Olive St) to E Anson Street, along the north side of Olive Street from S 12th Avenue to S 17th Avenue, and along the west side of S 17th Avenue from E Olive Street to approximately 500 north.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **12th Avenue Sidewalk - TRL 19002 - Marshalltown, Iowa**

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained **Clapsaddle-Garber Associates** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

A. No Work, other than clearing and grubbing; stump grinding; and tree removal, shall commence prior to **March 1, 2021**.

B. The Work will be substantially complete on or before **September 30th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 30th, 2022**. Final payment shall not be made until vegetation is fully established.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
- B. Substantial Completion: Contractor shall pay Owner **\$250** 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 **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
- D. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts as shown on the Bid Tabulation, subject to adjustment under the Contract.
 - A. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** 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 **64** sheets
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

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

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

Owner:

City of Marshalltown

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

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 N. Center Street

Marshalltown, Iowa 50158

Designated Representative:

Name: _____

Justin Nickel

(typed or printed)

Title: _____

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone: _____

(641) 754-5734

Email: _____

jnickel@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:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

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

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor'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 Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 12th Avenue Sidewalk – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <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: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor'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 Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 12th Avenue Sidewalk – Marshalltown, Iowa Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <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: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

16. Definitions

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

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): 12th Avenue Sidewalk – Marshalltown, Iowa Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] 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 officer, agent, or representative.	
Contractor as Principal	Surety
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'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.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
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:

The date by which Substantial Completion must be achieved is **September 30th, 2020** and the date by which readiness for final payment must be achieved is **May 30th, 2022**. Final payment shall not be made until vegetation is fully established.

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

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	72
1.01 Defined Terms.....	72
1.02 Terminology	77
Article 2—Preliminary Matters.....	78
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	78
2.02 Copies of Documents.....	79
2.03 Before Starting Construction	79
2.04 Preconstruction Conference; Designation of Authorized Representatives ...	79
2.05 Acceptance of Schedules.....	79
2.06 Electronic Transmittals.....	80
Article 3—Contract Documents: Intent, Requirements, Reuse.....	80
3.01 Intent	80
3.02 Reference Standards	81
3.03 Reporting and Resolving Discrepancies	81
3.04 Requirements of the Contract Documents	82
3.05 Reuse of Documents.....	83
Article 4—Commencement and Progress of the Work.....	83
4.01 Commencement of Contract Times; Notice to Proceed	83
4.02 Starting the Work	83
4.03 Reference Points.....	83
4.04 Progress Schedule.....	84
4.05 Delays in Contractor's Progress.....	84
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	86
5.01 Availability of Lands	86
5.02 Use of Site and Other Areas	86
5.03 Subsurface and Physical Conditions.....	87
5.04 Differing Subsurface or Physical Conditions	88

5.05	Underground Facilities	90
5.06	Hazardous Environmental Conditions at Site	92
Article 6—Bonds and Insurance		94
6.01	Performance, Payment, and Other Bonds	94
6.02	Insurance—General Provisions.....	95
6.03	Contractor’s Insurance	97
6.04	Builder’s Risk and Other Property Insurance	98
6.05	Property Losses; Subrogation	98
6.06	Receipt and Application of Property Insurance Proceeds	100
Article 7—Contractor’s Responsibilities.....		100
7.01	Contractor’s Means and Methods of Construction	100
7.02	Supervision and Superintendence	100
7.03	Labor; Working Hours	101
7.04	Services, Materials, and Equipment.....	101
7.05	“Or Equals”	101
7.06	Substitutes	103
7.07	Concerning Subcontractors and Suppliers.....	104
7.08	Patent Fees and Royalties	106
7.09	Permits.....	106
7.10	Taxes	106
7.11	Laws and Regulations.....	107
7.12	Record Documents	107
7.13	Safety and Protection.....	107
7.14	Hazard Communication Programs	109
7.15	Emergencies	109
7.16	Submittals	109
7.17	Contractor’s General Warranty and Guarantee.....	112
7.18	Indemnification	113
7.19	Delegation of Professional Design Services	113
Article 8—Other Work at the Site		114
8.01	Other Work.....	114
8.02	Coordination.....	115
8.03	Legal Relationships.....	115

Article 9—Owner’s Responsibilities.....	117
9.01 Communications to Contractor.....	117
9.02 Replacement of Engineer.....	117
9.03 Furnish Data	117
9.04 Pay When Due	117
9.05 Lands and Easements; Reports, Tests, and Drawings	117
9.06 Insurance	117
9.07 Change Orders.....	117
9.08 Inspections, Tests, and Approvals	117
9.09 Limitations on Owner’s Responsibilities	117
9.10 Undisclosed Hazardous Environmental Condition	118
9.11 Evidence of Financial Arrangements.....	118
9.12 Safety Programs	118
Article 10—Engineer’s Status During Construction	118
10.01 Owner’s Representative.....	118
10.02 Visits to Site	118
10.03 Resident Project Representative.....	119
10.04 Engineer’s Authority	119
10.05 Determinations for Unit Price Work	119
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work.....	119
10.07 Limitations on Engineer’s Authority and Responsibilities	119
10.08 Compliance with Safety Program	120
Article 11—Changes to the Contract.....	120
11.01 Amending and Supplementing the Contract.....	120
11.02 Change Orders.....	120
11.03 Work Change Directives	121
11.04 Field Orders	121
11.05 Owner-Authorized Changes in the Work.....	122
11.06 Unauthorized Changes in the Work	122
11.07 Change of Contract Price.....	122
11.08 Change of Contract Times	123
11.09 Change Proposals.....	124

11.10 Notification to Surety	125
Article 12—Claims.....	125
12.01 Claims	125
Article 13—Cost of the Work; Allowances; Unit Price Work	127
13.01 Cost of the Work	127
13.02 Allowances	130
13.03 Unit Price Work	131
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	132
14.01 Access to Work	132
14.02 Tests, Inspections, and Approvals	132
14.03 Defective Work.....	133
14.04 Acceptance of Defective Work	133
14.05 Uncovering Work.....	134
14.06 Owner May Stop the Work	134
14.07 Owner May Correct Defective Work.....	134
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	135
15.01 Progress Payments.....	135
15.02 Contractor’s Warranty of Title.....	138
15.03 Substantial Completion	139
15.04 Partial Use or Occupancy	140
15.05 Final Inspection	140
15.06 Final Payment	140
15.07 Waiver of Claims	142
15.08 Correction Period	142
Article 16—Suspension of Work and Termination	143
16.01 Owner May Suspend Work	143
16.02 Owner May Terminate for Cause	143
16.03 Owner May Terminate for Convenience.....	144
16.04 Contractor May Stop Work or Terminate.....	145
Article 17—Final Resolution of Disputes	145
17.01 Methods and Procedures	145
Article 18—Miscellaneous	146

18.01 Giving Notice..... 146

18.02 Computation of Times 146

18.03 Cumulative Remedies 146

18.04 Limitation of Damages 146

18.05 No Waiver 147

18.06 Survival of Obligations 147

18.07 Controlling Law 147

18.08 Assignment of Contract..... 147

18.09 Successors and Assigns 147

18.10 Headings..... 147

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on

special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks,

tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times:*** References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the

accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the

subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a

qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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

them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1)

any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under

the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions,

or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds

thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or

material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to

changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill

warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a

written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved

variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the

Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has

arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or

increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time

thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim

by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the

Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,

disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the

Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by

Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation

warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and

other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written

recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the

Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or

damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1— DEFINITIONS AND TERMINOLOGY	150
ARTICLE 2— PRELIMINARY MATTERS	150
2.01 Delivery of Bonds and Evidence of Insurance.....	150
2.02 Copies of Documents.....	150
2.06 Electronic Transmittals.....	151
ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE.....	156
3.03 Reporting and Resolving Discrepancies	156
ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK	156
4.05 Delays in Contractor's Progress.....	156
ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS	157
5.03 Subsurface and Physical Conditions.....	157
5.06 Hazardous Environmental Conditions.....	158
ARTICLE 6— BONDS AND INSURANCE	159
6.01 Performance, Payment, and Other Bonds	159
6.02 Insurance—General Provisions.....	159
6.03 Contractor's Insurance	160
6.04 Builder's Risk and Other Property Insurance	164
ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES	165
7.03 Labor; Working Hours	165
7.07 Concerning Subcontractors and Suppliers.....	165
7.10 Taxes	165
ARTICLE 8— OTHER WORK AT THE SITE	166
ARTICLE 9— OWNER'S RESPONSIBILITIES	166
9.13 Owner's Site Representative.....	166
9.13 Owner's Site Representative.....	166
ARTICLE 10— ENGINEER'S STATUS DURING CONSTRUCTION.....	166
10.03 Resident Project Representative.....	166

ARTICLE 11— CHANGES TO THE CONTRACT	166
ARTICLE 12— CLAIMS	167
ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK	167
13.01 Cost of the Work	167
ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.....	168
ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD	168
15.01 Progress Payments.....	168
15.03 Substantial Completion	168
15.06 Final Payment	169
15.08 Correction Period	169
ARTICLE 16— SUSPENSION OF WORK AND TERMINATION	169
ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES	169
17.02 Attorneys' Fees	169
ARTICLE 18— MISCELLANEOUS	170
ARTICLE 19— FEDERAL REQUIREMENTS	170
19.01 Conflict of Interest	170
19.02 Gratuities	170
19.03 Environmental Requirements	171

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 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. Installation Floater

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday."

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Add a new paragraph immediately after Paragraph 7.07.M:

- N. The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No supplementary conditions in this article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 Owner's Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner's Site Representative

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the Contractor.

SC-15.01 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”:

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.

SC-19.04 Add Article 19.03 with the title “Environmental Requirements”:

19.03 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
1. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the State Historic Preservation Office (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the U.S. Fish and Wildlife Service.
 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: **NONE.**

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	Contractors 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.: TRL-19002
Construction Engineer: City of Marshalltown Engineer's Project No.: TRL-19002
Contractor: Contractor's Project No.:
Project: 12th Avenue Sidewalk
Contract Name: 12th Avenue Sidewalk, TRL-19002

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.: TRL-19002
Construction Engineer: City of Marshalltown Engineer's Project No.: TRL-19002
Contractor: Contractor's Project No.:
Project: 12th Avenue Sidewalk
Contract Name: 12th Avenue Sidewalk, TRL-19002
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: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____
Application No.: _____ Application Date: _____ Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	
5. Retainage		
a. _____ X \$ _____ Work Completed	\$	
b. _____ X \$ _____ Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

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Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
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:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
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 (\$)				
Change Order Totals		\$	\$	\$	\$	\$		\$
Original Contract and Change Orders								
Project Totals		\$	\$	\$	\$	\$		\$

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Original Contract Totals					\$	\$	\$	\$	\$		\$
Change Orders											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
Engineer: _____
Contractor: _____
Project: _____
Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
-------------------------	----------------------------	-------------	-----------	--------------------------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Order Totals					\$	\$	\$	\$	\$		\$
Original Contract and Change Orders											
Project Totals					\$	\$	\$	\$	\$		\$

Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

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

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CHANGE ORDER NO.: [#]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
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) By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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FIELD ORDER NO.: [FO#]

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

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: _____

PART II – TECHNICAL SPECIFICATIONS

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MARSHALLTOWN STANDARD SPECIFICATIONS AS AMENDED WITH THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)

These Supplemental Specifications amend or supplement the Statewide Urban Design and Standards (SUDAS) and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Specifications will have the meanings indicated in SUDAS. The Supplemental Specifications are provided in the same order and format as the SUDAS documents.

The following documents replace the City of Marshalltown's:

Standard Specifications for Sanitary Sewer Construction

Standard Specifications for Sidewalk and Driveway Construction

Standard Specifications for Storm Sewer Construction

Standard Specifications for Street and Roadway Construction

**Standard Specifications for Street Excavation and Pavement
Restoration Construction**

Standard Specifications for Subdivision Development



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: July 14, 2020
License number P25428

Printed or typed name: Jay C. Koch, P.E.

My license renewal date is 12/21/2020

Pages or sheets covered by this seal: All

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

TABLE OF CONTENTS

	Page
DIVISION 1 – GENERAL PROVISIONS AND COVENANTS	7
(DELETE) SECTION 1010 – DEFINITIONS (SUDAS).....	7
(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND CONDITION (SUDAS).....	7
(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF CONTRACT (SUDAS).....	7
(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS).....	7
(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS).....	7
(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS).....	7
(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC (SUDAS).....	7
(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)	7
(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF MARSHALLTOWN).	7
(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT.	7
(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.	7
(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).	7
(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.....	7
(ADD) EJCDC C 510 NOTICE OF AWARD.	7
(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED SUM).....	7
(ADD) EJCDC C 550 NOTICE TO PROCEED.....	7
(ADD) EJCDC C 610 PERFORMANCE BOND.....	7
(ADD) EJCDC C-615 PAYMENT BOND.	7
(ADD) EJCDC C 612 WARRANTY BOND.	8
(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	8
(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.....	8
(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.....	8
(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.....	8
(ADD) EJCDC C 620 CONTRACTOR’S APPLICATION FOR PAYMENT.	8

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.	8
(ADD) EJCDC C 941 CHANGE ORDER.....	8
(ADD) EJCDC C 942 FIELD ORDER.....	8
SECTION 01 11 00 - SUMMARY OF WORK (ADD)	9
SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD).....	15
SECTION 01 25 00 - SUBSTITUTIONS (ADD).....	17
SECTION 01 31 13 - COORDINATION (ADD).....	19
SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD).....	21
SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)	23
SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD)	25
SECTION 01 45 00 - QUALITY CONTROL (ADD).....	29
SECTION 01 50 00 - TEMPORARY FACILITIES (ADD).....	31
SECTION 01 57 00 - TEMPORARY CONTROLS (ADD).....	35
SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD).....	37
DIVISION 2 - EARTHWORK.....	41
SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE.....	41
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION.....	43
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL	43
SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)	43
DIVISION 4 - SEWERS AND DRAINS	47
SECTION 4010 - SANITARY SEWERS.....	47
SECTION 04020 - STORM SEWERS.....	73
SECTION 4030 - PIPE CULVERTS	75
SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS	86
SECTION 4050 - PIPE REHABILITATION.....	92
SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS...	92
DIVISION 5 – WATER MAINS AND APPURTENANCES.....	95
NOT USED. SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS.....	95
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER.....	97
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS...	97

SECTION 6020 - REHABILITATION OF EXISTING MANHOLES	108
SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES.....	108
DIVISION 7 - STREETS AND RELATED WORK	109
SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT	109
SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS	118
SECTION 7020 - HOT MIX ASPHALT PAVEMENT	118
SECTION 7021 - HOT MIX ASPHALT OVERLAYS.....	123
SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS	123
SECTION 7040 - PAVEMENT REHABILITATION	144
SECTION 7050 - ASPHALT STABILIZATION.....	152
SECTION 7060 - BITUMINOUS SEAL COAT	152
SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL	153
SECTION 7080 - PERMEABLE INTERLOCKING PAVERS	153
SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING	153
SECTION 7091 - FULL DEPTH RECLAMATION.....	154
DIVISION 8 – TRAFFIC CONTROL	155
SECTION 8010 - TRAFFIC SIGNALS.....	155
SECTION 8020 - PAVEMENT MARKINGS.....	155
SECTION 8030 - TEMPORARY TRAFFIC CONTROL	155
DIVISION 9 – SITE WORK AND LANDSCAPING	157
SECTION 9020 - SODDING.....	158
SECTION 9030 - PLANT MATERIAL AND PLANTING	158
SECTION 9040 - EROSION AND SEDIMENT CONTROL	160
SECTION 9050 - GABIONS AND REVET MATTRESSES	161
SECTION 9060 - CHAIN LINK FENCE	161
SECTION 9070 - LANDSCAPE RETAINING WALLS	161
SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS.....	162
SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL.....	162
SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL...	162
DIVISION 10 – DEMOLITION.....	163
SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES.....	163

DIVISION 11 – MISCELLANEOUS.....	165
SECTION 11,010 - CONSTRUCTION SURVEY	165
SECTION 11,020 – MOBILIZATION	165
SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION..	165
SECTION 11,040 - TEMPORARY SIDEWALK ACCESS	165
SECTION 11,050 - CONCRETE WASHOUT	165

DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)

**(DELETE) SECTION 1020 - PROPOSAL REQUIREMENTS AND
CONDITION (SUDAS)**

**(DELETE) SECTION 1030 - APPROVAL FOR AWARD AND AWARD OF
CONTRACT (SUDAS)**

(DELETE) SECTION 1040 - SCOPE OF WORK (SUDAS)

(DELETE) SECTION 1050 - CONTROL OF WORK (SUDAS)

(DELETE) SECTION 1060 - CONTROL OF MATERIALS (SUDAS)

**(DELETE) SECTION 1070 - LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC (SUDAS)**

(DELETE) SECTION 1080 - PROSECUTION AND PROGRESS (SUDAS)

**(ADD) OFFICIAL NOTICE OF HEARING AND LETTING (CITY OF
MARSHALLTOWN).**

**(ADD) EJCDC C 200 INSTRUCTIONS TO BIDDERS FOR
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 410 BID FORM FOR CONSTRUCTION CONTRACT.

(ADD) EJCDC C 430 BID BOND (PENAL SUM FORM).

(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.

(ADD) EJCDC C 510 NOTICE OF AWARD.

**(ADD) EJCDC C 520 AGREEMENT BETWEEN OWNER AND
CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED
SUM).**

(ADD) EJCDC C 550 NOTICE TO PROCEED.

(ADD) EJCDC C 610 PERFORMANCE BOND.

(ADD) EJCDC C-615 PAYMENT BOND.

(ADD) EJCDC C 612 WARRANTY BOND.

**(ADD) EJCDC C 700 STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

**(ADD) EJCDC C 800 SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION CONTRACT.**

(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.

(ADD) EJCDC C 626 NOTICE OF ACCEPTABILITY OF WORK.

(ADD) EJCDC C 620 CONTRACTOR'S APPLICATION FOR PAYMENT.

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.

(ADD) EJCDC C 941 CHANGE ORDER.

(ADD) EJCDC C 942 FIELD ORDER.

SECTION 01 11 00 - SUMMARY OF WORK (ADD)

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

The General Conditions and the Supplementary Conditions which are attached to the specifications shall govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DEFINITIONS

- A. The definitions shall be as presented in the General Conditions, Supplementary Conditions and as supplemented herein.
- B. "Project Engineer," "Engineer," "Architect" – Marshalltown Public Works Engineering Department, with a mailing address of 24 N. Center Street, Marshalltown, Iowa 501581; telephone number: (641) 754-5734.
- C. "Owner" or "City" – City of Marshalltown, Iowa, as represented by its proper authorities and with the mailing address of 24 N. Center Street, Marshalltown, Iowa 50158.
- D. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
 - 1. Division 1 - General Requirements
 - 2. Division 2 – Earthwork
 - 3. Division 3 – Trench and Trenchless Construction
 - 4. Division 4 – Sewers and Drains
 - 5. Division 6 – Structures for Sanitary and Storm Sewer
 - 6. Division 7 - Streets and Related Work
 - 7. Division 8 – Traffic Control
 - 8. Division 9 – Site Work and Landscaping
 - 9. Division 10 - Demolition
 - 10. 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.

- 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 BY OTHERS

Refer to the General and Supplementary Conditions.

1.06 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.

1.07 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.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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 (ADD)

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.
- D. The provisions of the U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all portions of the work.

1.02 SCOPE

- A. This Section identifies the special project conditions and procedures required by the above referenced permits.
- B. The Contractor shall be responsible for implementing and conforming to all special project procedures and requirements as identified herein.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS

- A. For information regarding the requirements of the General Permit No. 2, the permit information may be found at <https://www.iowadnr.gov/Portals/idnr/uploads/water/npdes/gp2.pdf> and <https://www.iowadnr.gov/Portals/idnr/uploads/water/stormwater/guidanceno2.pdf?ver=2019-06-26-092224-590> on the Iowa Department of Natural Resources web site.
- B. The Contractor shall prepare a Storm Water Pollution Prevention Plan as per Section 9040 and be required to complete and submit a Notice of Intent for Coverage Under General Permit No. 2.

3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS

In the event a Temporary Dewatering Permit is required, the Contractor shall be responsible for making application for the necessary permit. For information regarding the need for and requirements of a Temporary Dewatering Permit, the information may be found at: <http://www.iowadnr.gov/LinkClick.aspx?fileticket=m-nVfGXIYP0%3d&portalid=3>

3.03 CORPS OF ENGINEERS 404 PERMIT REQUIREMENTS

U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all work on this project. The requirements of the permit are provided below:

- A. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- B. This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to Pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- C. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.
- D. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)
- E. Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).
- F. Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).
- G. Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s)

used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require Pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

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

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SECTION 01 45 00 - QUALITY CONTROL (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Specific requirements are also presented in the detailed sections of these specifications.

1.02 SCOPE

This Section is intended to describe the Contractor's responsibilities regarding quality control.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Quality control is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)

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. Temporary facilities are 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

Temporary facilities are considered incidental Work with no separate payment to be made.

END OF SECTION

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SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

1.02 SCOPE

This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.

3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 CLEANUP

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and

agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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DIVISION 2 - EARTHWORK

SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE

PART 1 - GENERAL

1.03 through 1.07: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - MATERIALS

2.04 FOUNDATION MATERIALS

5. Geogrid:

- a. ~~(DELETE) Rectangular or Square:~~ ~~Use an integrally formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:~~

Table 2010.02: Geogrid (Rectangular or Square)

Property	Test Method	Units	Type 1 ¹	Type 2
Aperture stability modulus at 20 kg-cm	Kinney ² -01	kg-cm/deg	3.2	6.5
Minimum true initial modulus in use				
Machine direction (MD)	ASTM D 6637	lb/ft	15,080	32,890
Gross Machine direction (CMD)			20,560	44,725
Tensile strength, 2% strain				
MD	ASTM D 6637	lb/ft	270	410
CMD			380	590
Junction efficiency	GRI-GG2-87	%	93	93
Flexural rigidity	ASTM D 1388	mg-cm	250,000	750,000
Aperture size				
Minimum	N/A	in.	0.5	0.5
Maximum			2.0	2.0

¹ ~~Geogrids meeting the requirements of Iowa DOT Article 4196.01, B and Materials I.M.-496.01 will be acceptable.~~

² ~~Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.~~

- c. (ADD) Triangular geogrid shall be required on all streets and roadways. Geogrid shall be TriAx® TX140 Geogrid or approved equal.

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DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main:** (DELETE) ~~Comply with Section 4010, 2.01.~~
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:
 - 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined

grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.

- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) Water Main:

- a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

- 1. Sanitary Sewer Gravity Main:
 - b. ~~(DELETE) Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
 - d. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 2. Sanitary Sewer Force Main:
 - b. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 4. ~~(DELETE) Water Main:~~
 - a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
 - b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

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DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

1. **Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
2. **Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, ~~(DELETE) unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. ~~(DELETE) SDR 35: Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. ~~(DELETE) If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): ~~(DELETE) Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. ~~(DELETE) General: Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide~~

~~valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel-shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. (DELETE) Materials:

a. (DELETE) Body and Cover:

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion-resistant materials.

b. (DELETE) Internal Metal Components: Stainless steel.

c. (DELETE) Float: Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. (DELETE) Seal Plug Assembly: Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. (DELETE) Tapping Saddle: Stainless steel or nylon.

4. (DELETE) Pit: Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~

1. (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.
2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010-203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:
 - a. Air & vacuum component discharges large volumes of air during filling of the system.
 - b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
 - c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.

C. Tapping Saddle:

1. The body shall be made of high strength ductile iron per ASTM A536.
2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
3. The gasket shall be EPDM rubber per ASTM-D2000.
4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.

D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

- 1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
 - c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
 - b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - c. Maximum test pressure: 4.3 PSI (29.6KPA)
 - d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
- 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
- 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

- B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.
- C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

- A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.
- B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.
- C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.
- D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.
- E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~
 - 3. ~~(DELETE) Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with
(DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of **(DELETE)** ~~Section 5010, 2.01~~ **(ADD)** 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.
- F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.
- G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

- A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.
- B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.
- C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.
- B. Valve box centering device shall be installed to center valve box on valve.
- C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.
- D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

- 1. MP-1 Typical Sanitary Sewer Service Detail
- 2. MP-2 Typical Sanitary Sewer Service with Riser Detail
- 3. MP-3 Typical Air Release/Combination Valve Manhole Detail
- 4. MP-4 Typical Service Line Cleanout Detail
- 5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
- 6. MR-5 Typical Street Utility Section Detail

B. Deleted SUDAS Figures

- 1. 4010.201 Sanitary Sewer Service Stub
- 2. 4010.201 Sanitary Sewer Service Stub
- 3. 4010.202 Sewage Air Release Valve Pit
- 4. 4010.203 Sanitary Sewer Cleanout

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
 LOCATION: _____
 CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: _____ 20____

4Date Service Installed: _____ 20____ (NA) if no service

Street Address: (or) _____

General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

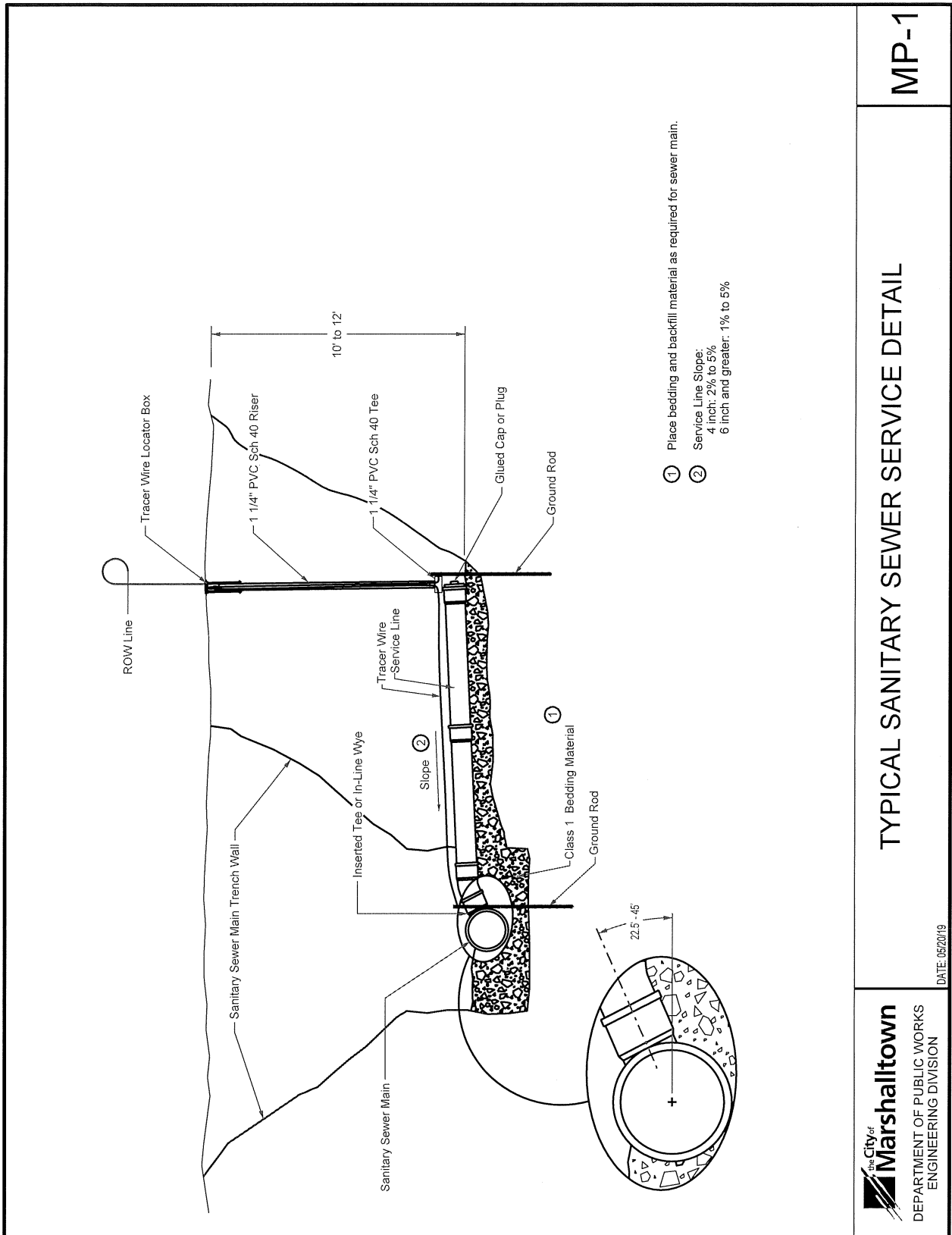
Depth at Main (feet): _____ Depth at Property Line (feet): _____

Depth at service end (feet): _____ (NA) if no service

Indicate North: ○ Upstream MH# _____ Station: _____ -----○ Downstream MH# _____ Station: _____ Wye Station: _____ Service end Station: _____ Service Offset Direction/Distance (feet): _____	
--	--

Inspector: _____

Department of Public Works
Engineering Division

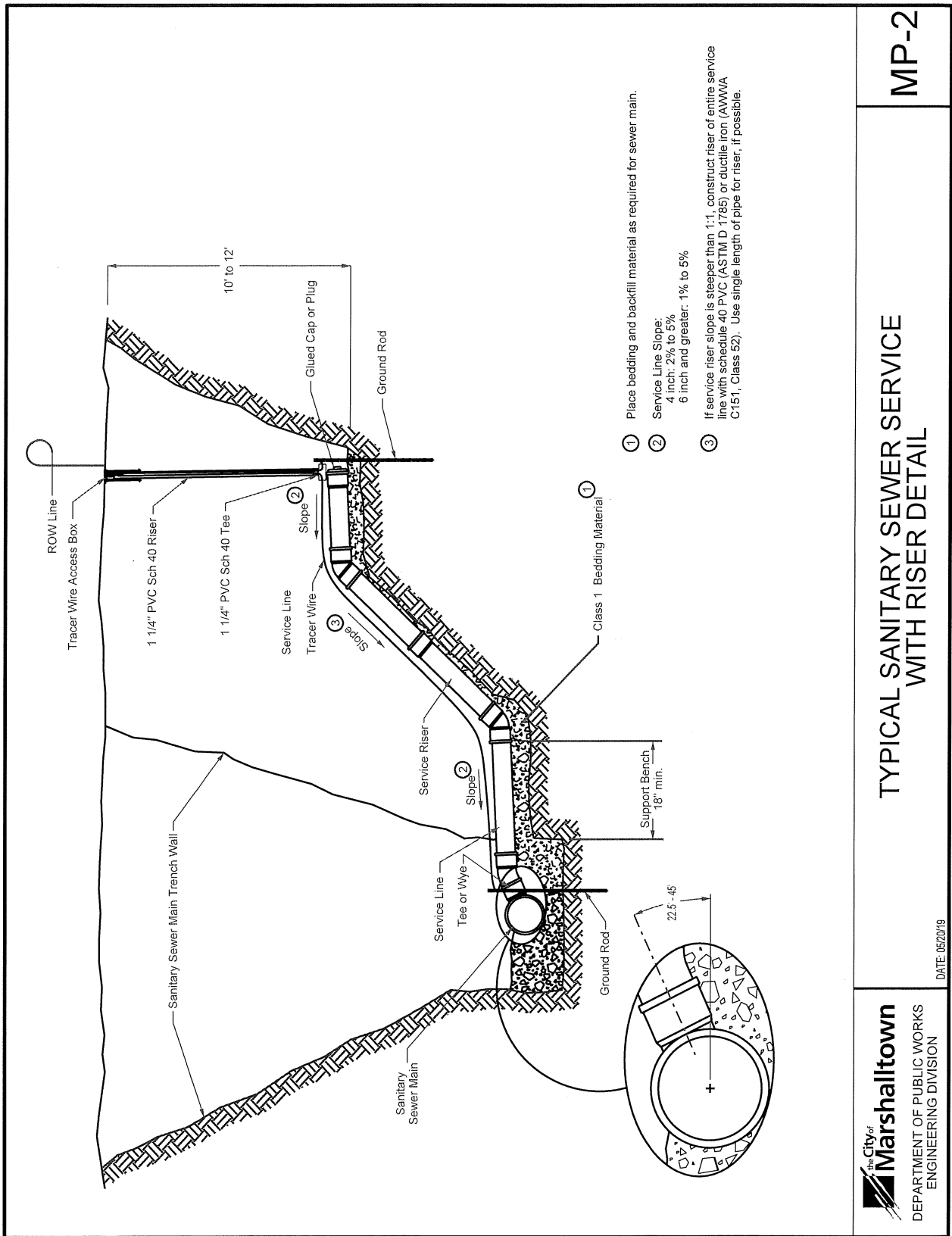


MP-1

TYPICAL SANITARY SEWER SERVICE DETAIL

City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19



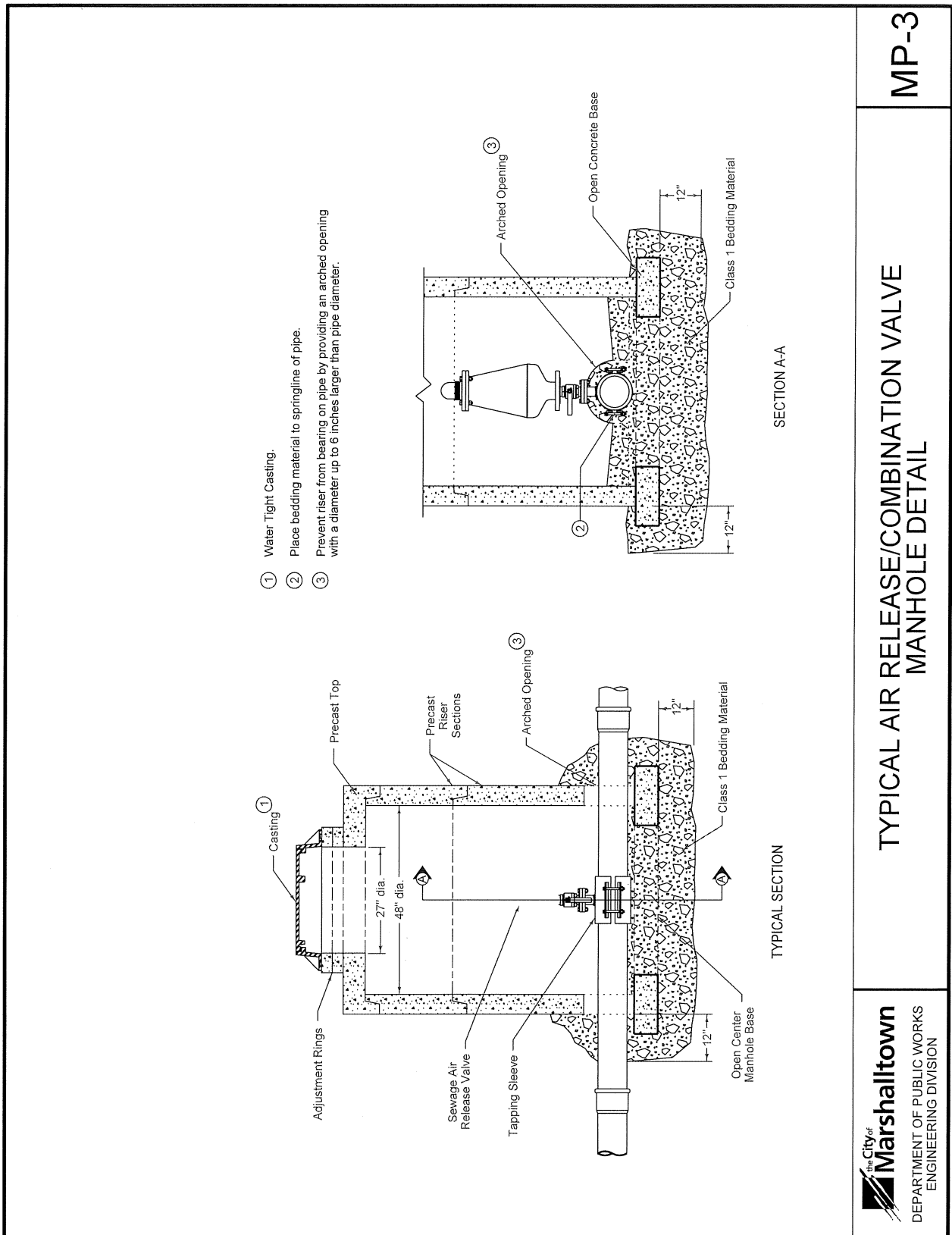
TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL

MP-2



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

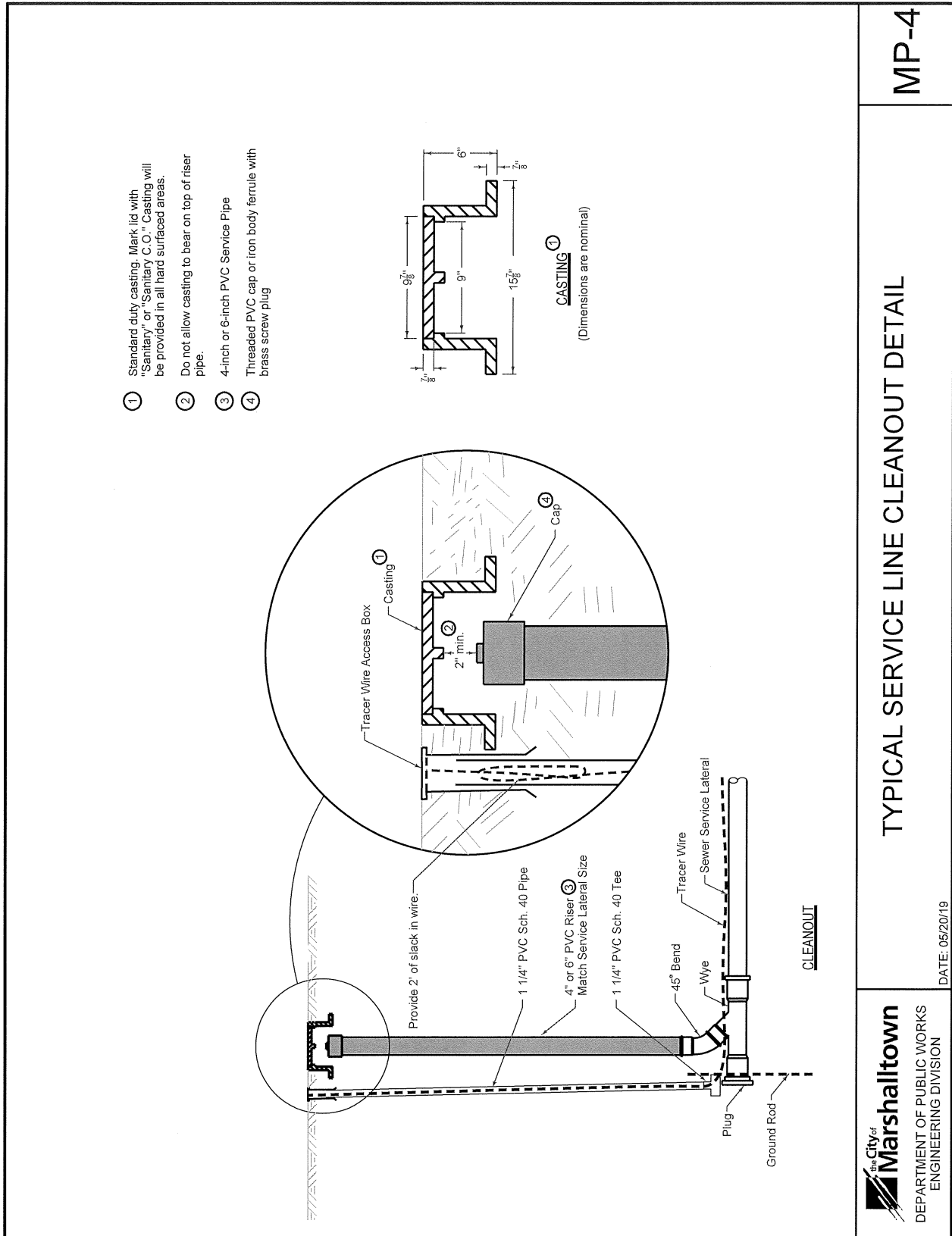
DATE: 05/20/19

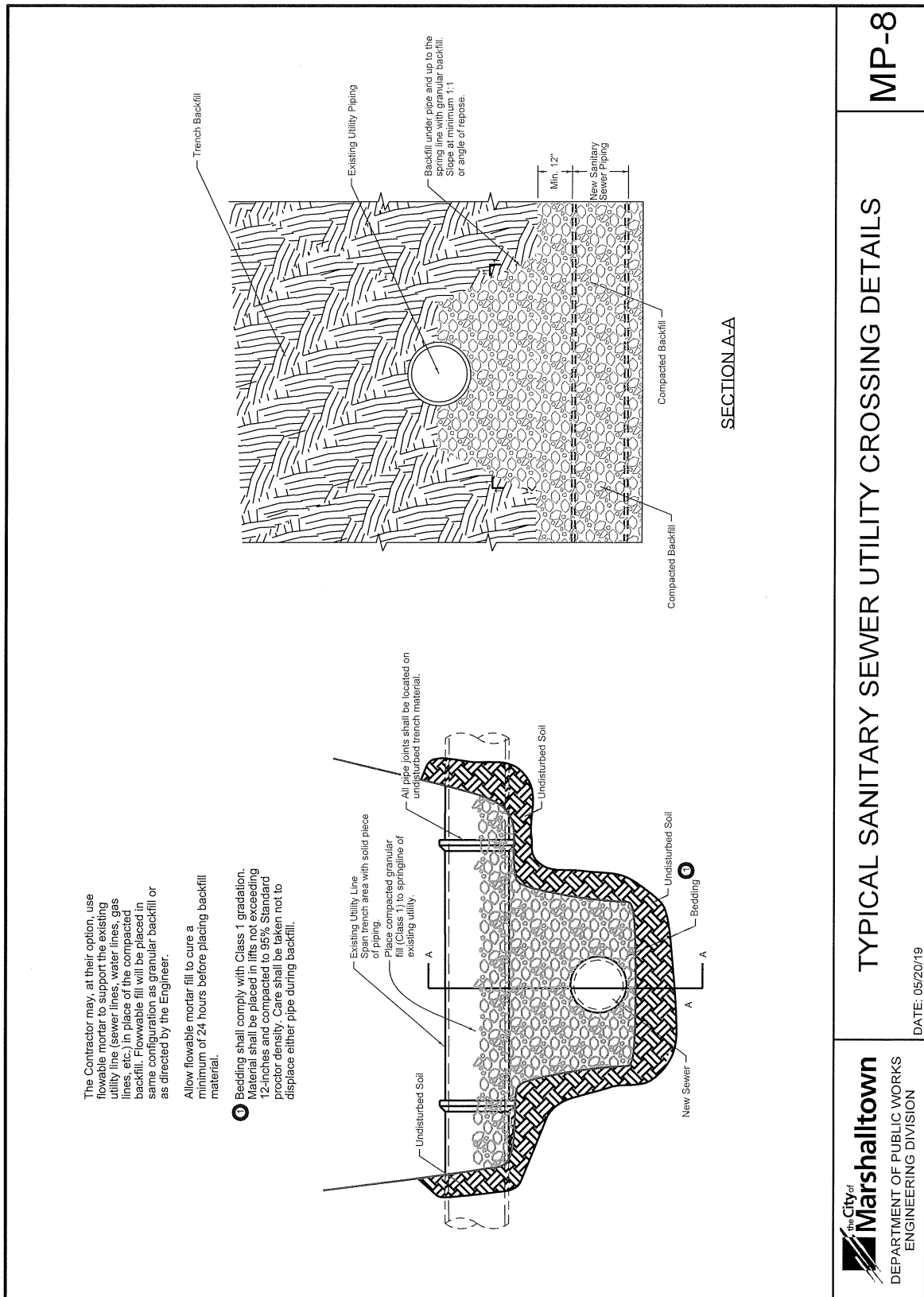


the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

**TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL**

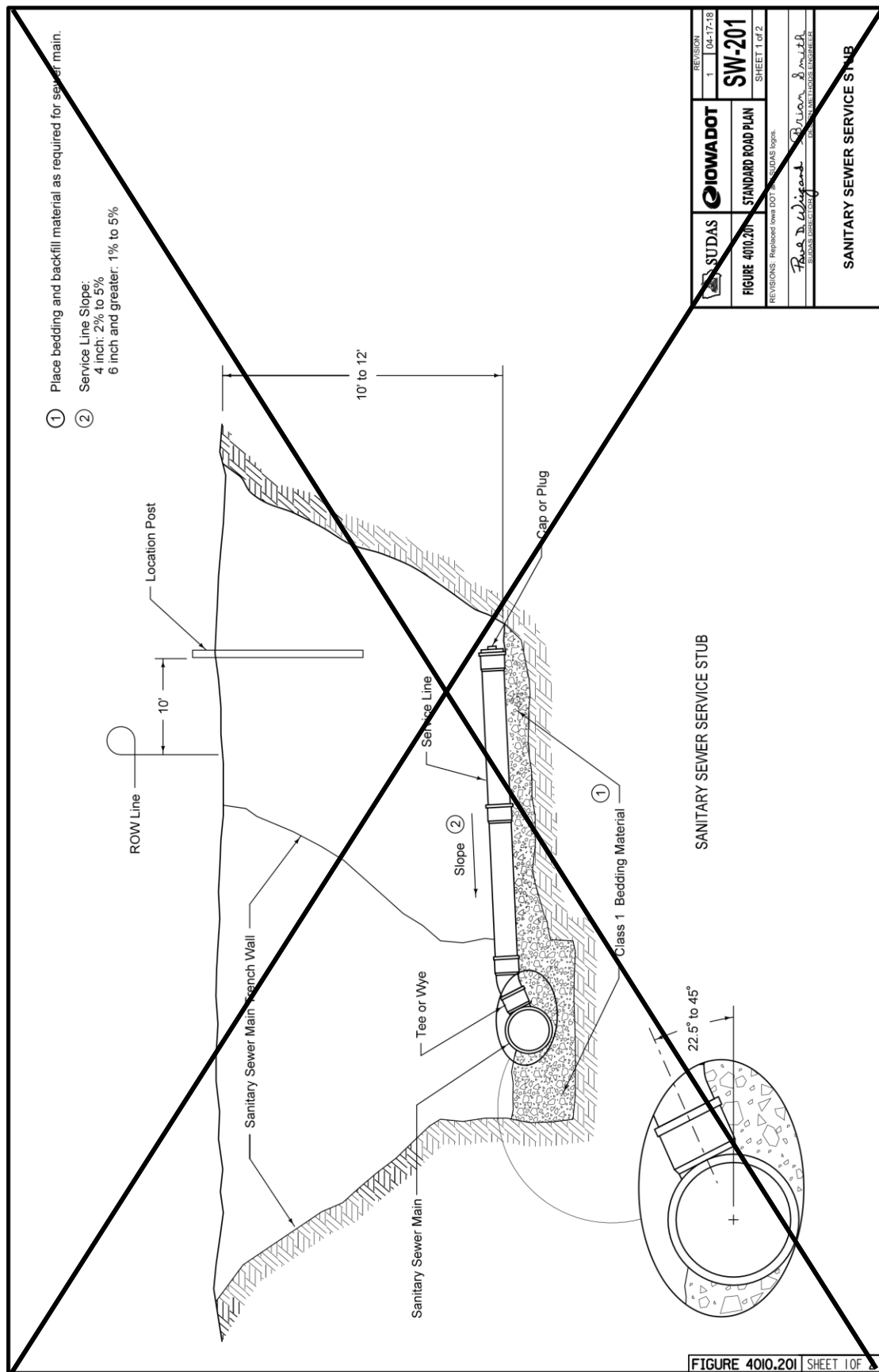
MP-3



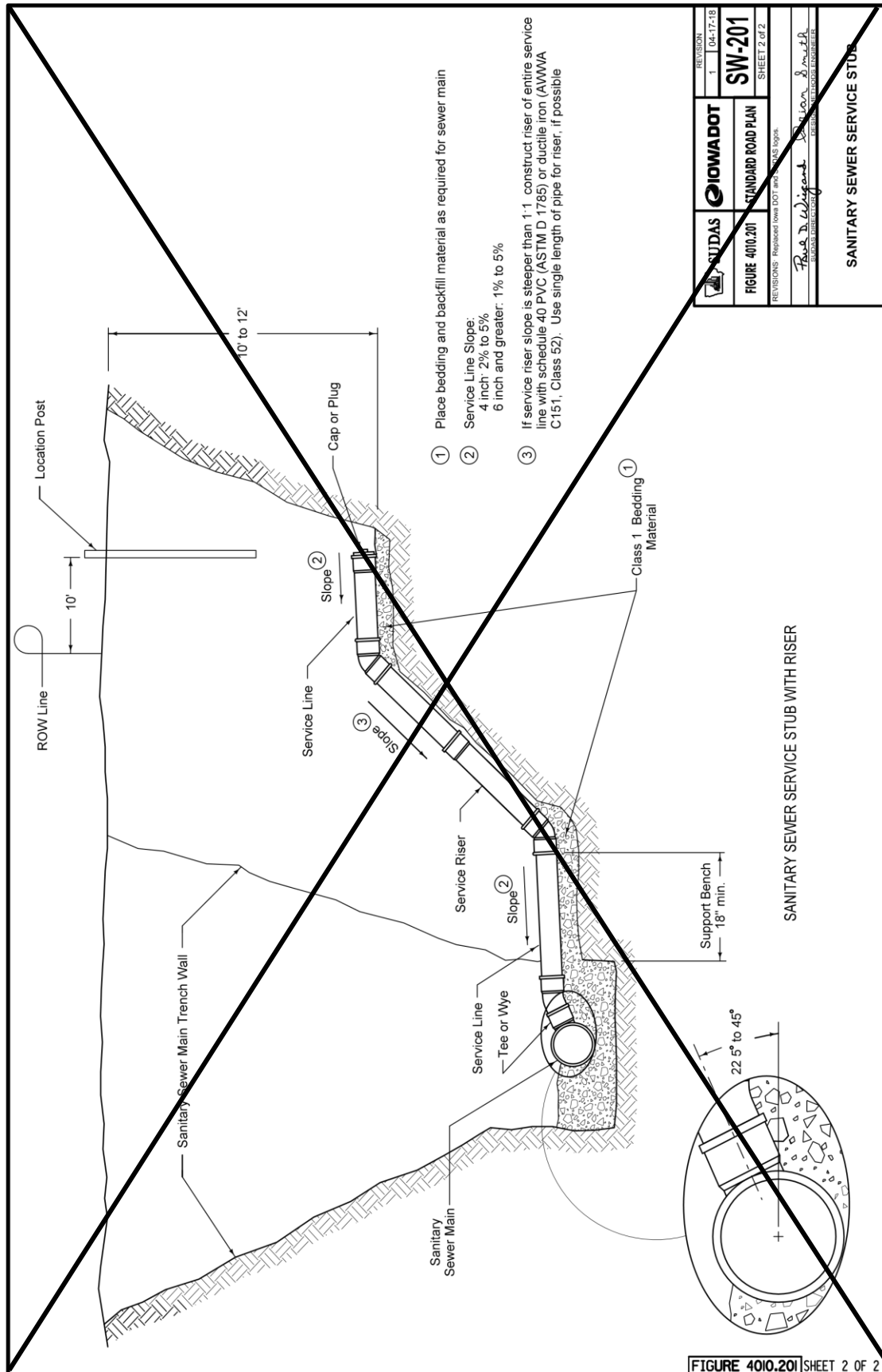


 the City of Marshalltown DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TYPICAL SANITARY SEWER UTILITY CROSSING DETAILS	MP-8
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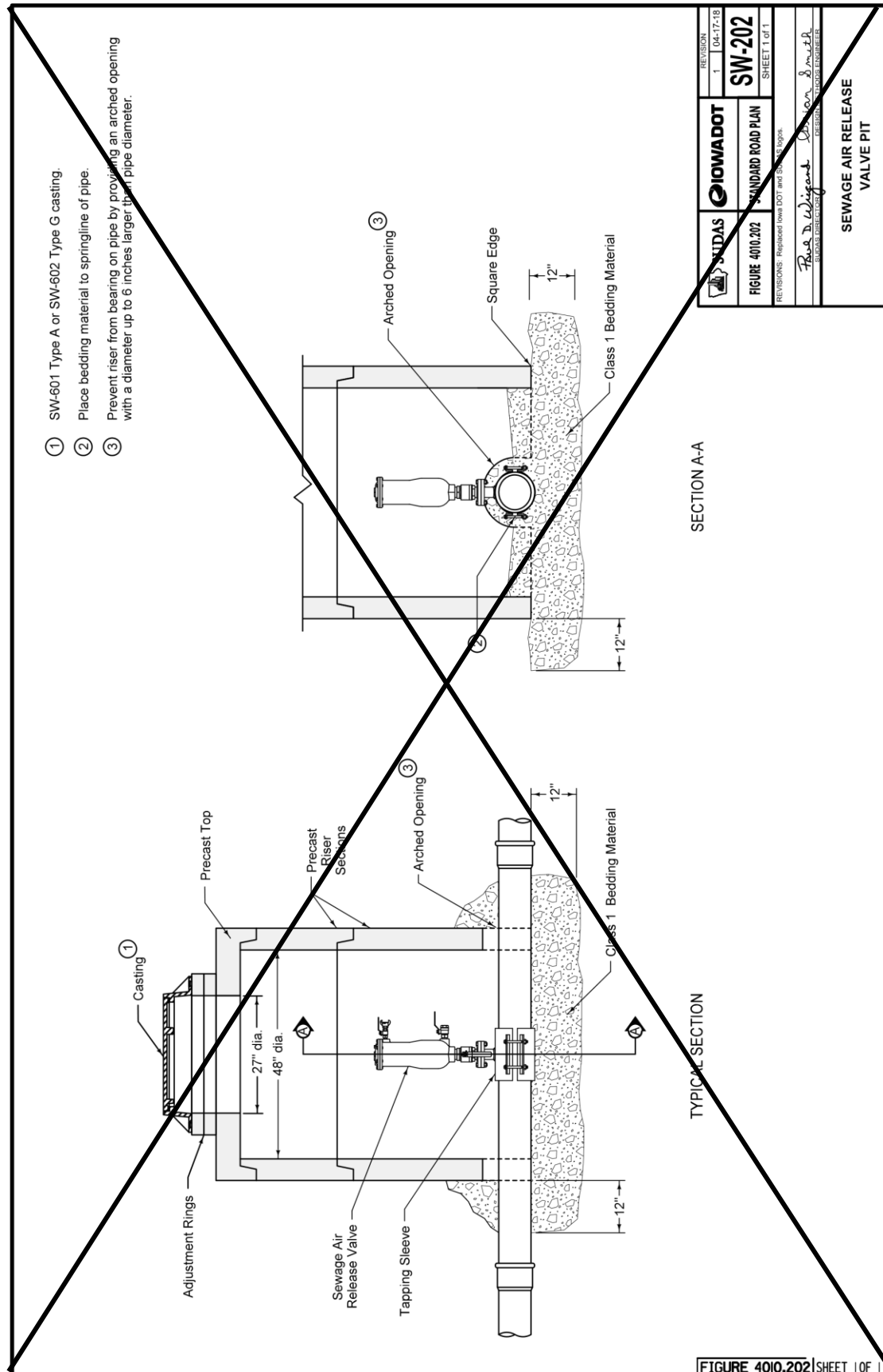
DATE: 05/20/19

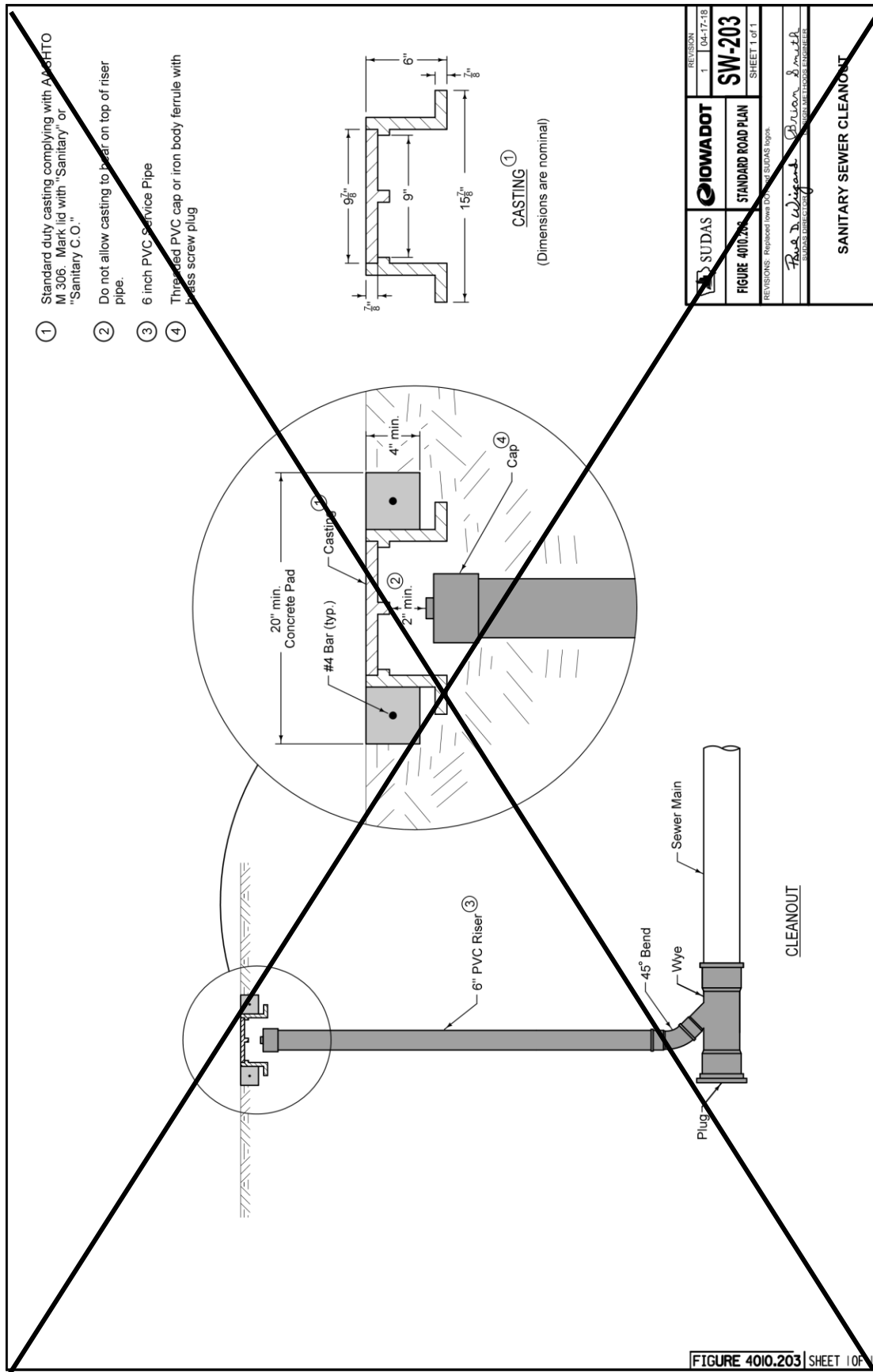


	SUDAS	IOWA DOT	REVISION	1	04-17-18
			FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaced Iowa DOT SUDAS logo.			SHEET 1 of 2		
Rae D. Wiegand			R. Allen Smith		
PROJECT MANAGER			DESIGNER		
SANITARY SEWER SERVICE STUB					



REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaces Iowa DOT and SUDAS forms.		SHEET 2 of 2
Prepared by: <i>Paula D. Wiegand</i>	Checked by: <i>Shelley Smith</i>	
Drawn by: <i>Paula D. Wiegand</i>	Reviewed by: <i>Shelley Smith</i>	
SANITARY SEWER SERVICE STUB		





SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

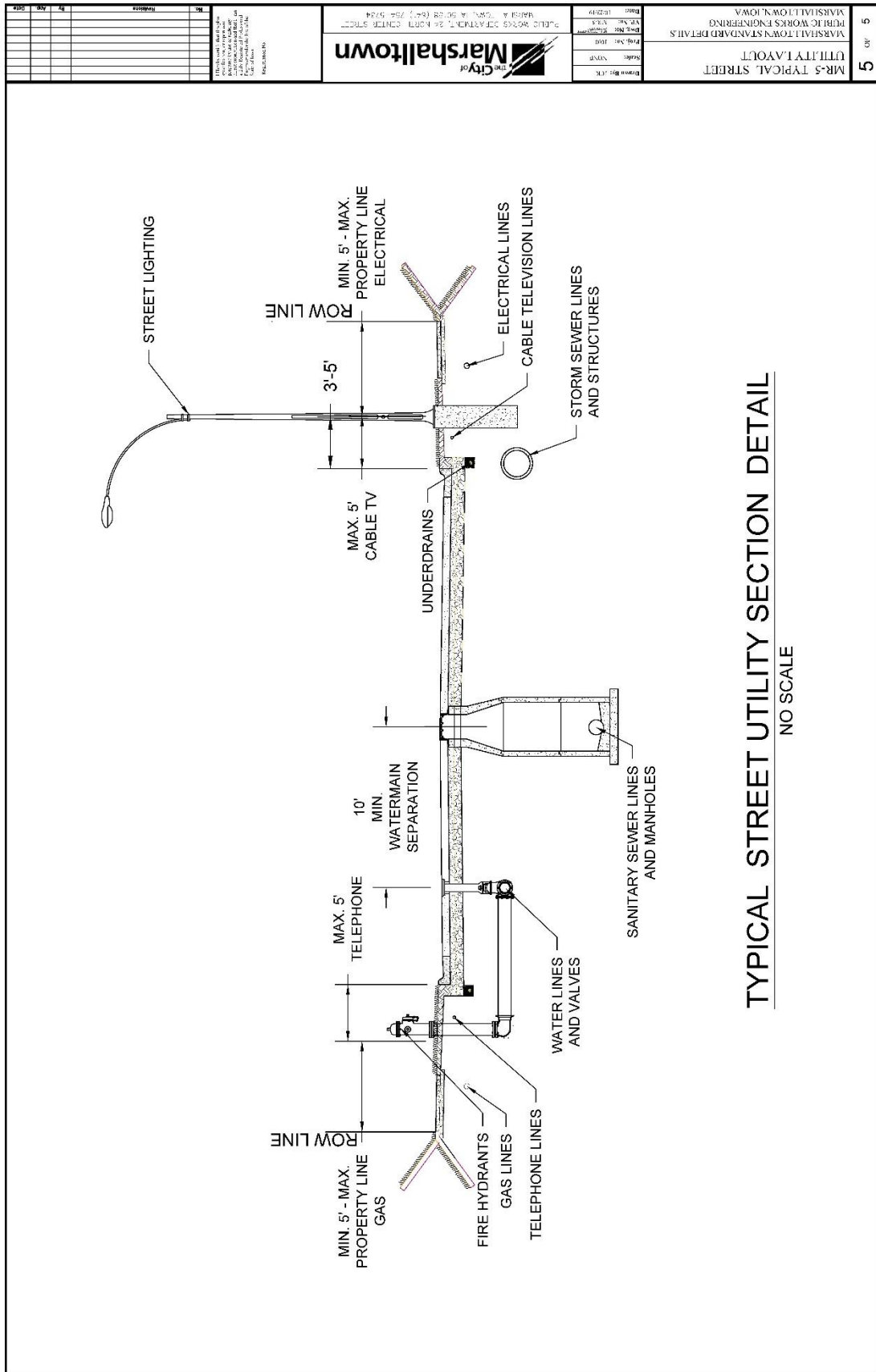
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail



SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

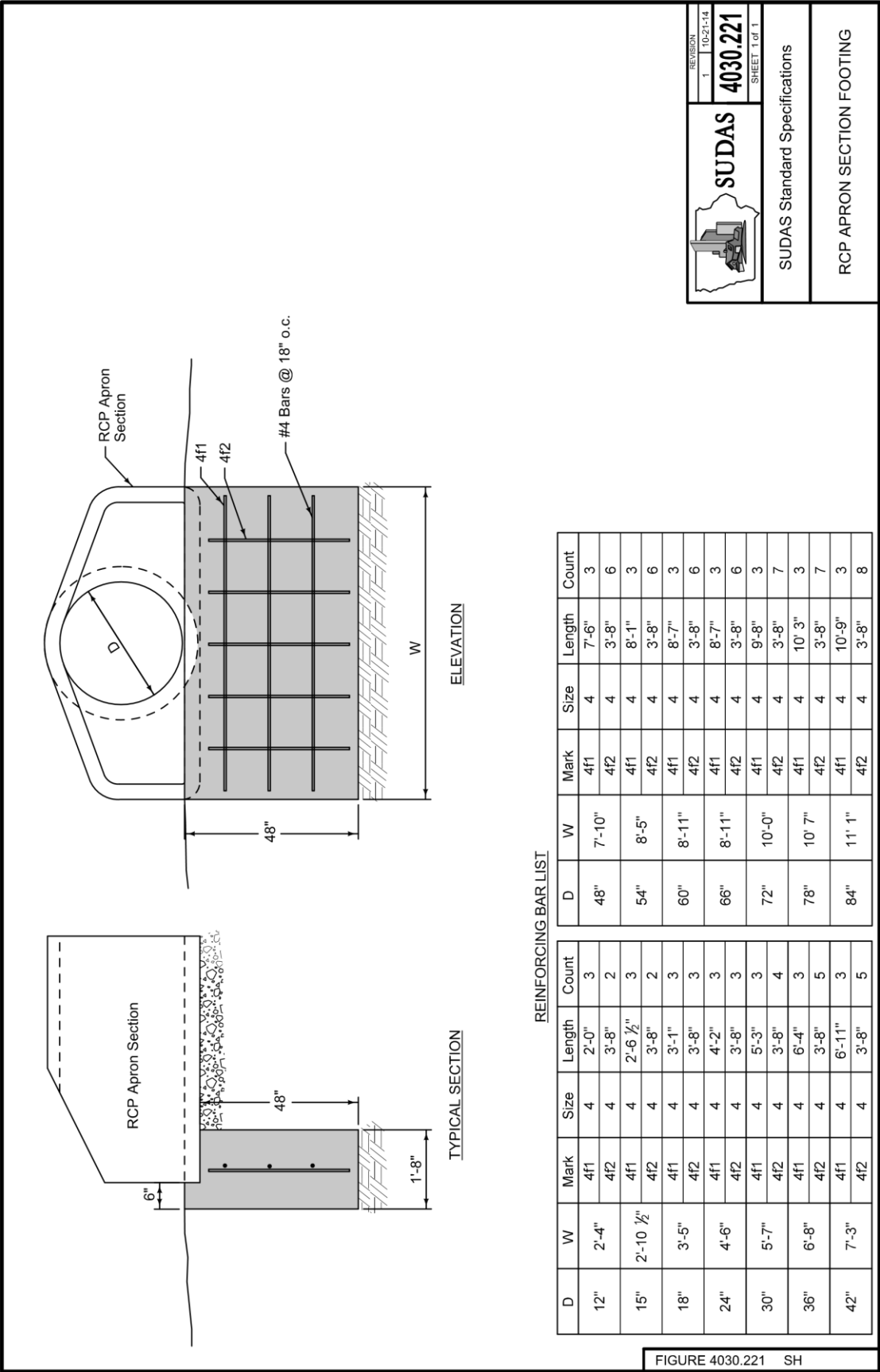
9. (ADD) Use of this pipe material requires specific approval by the Engineer.

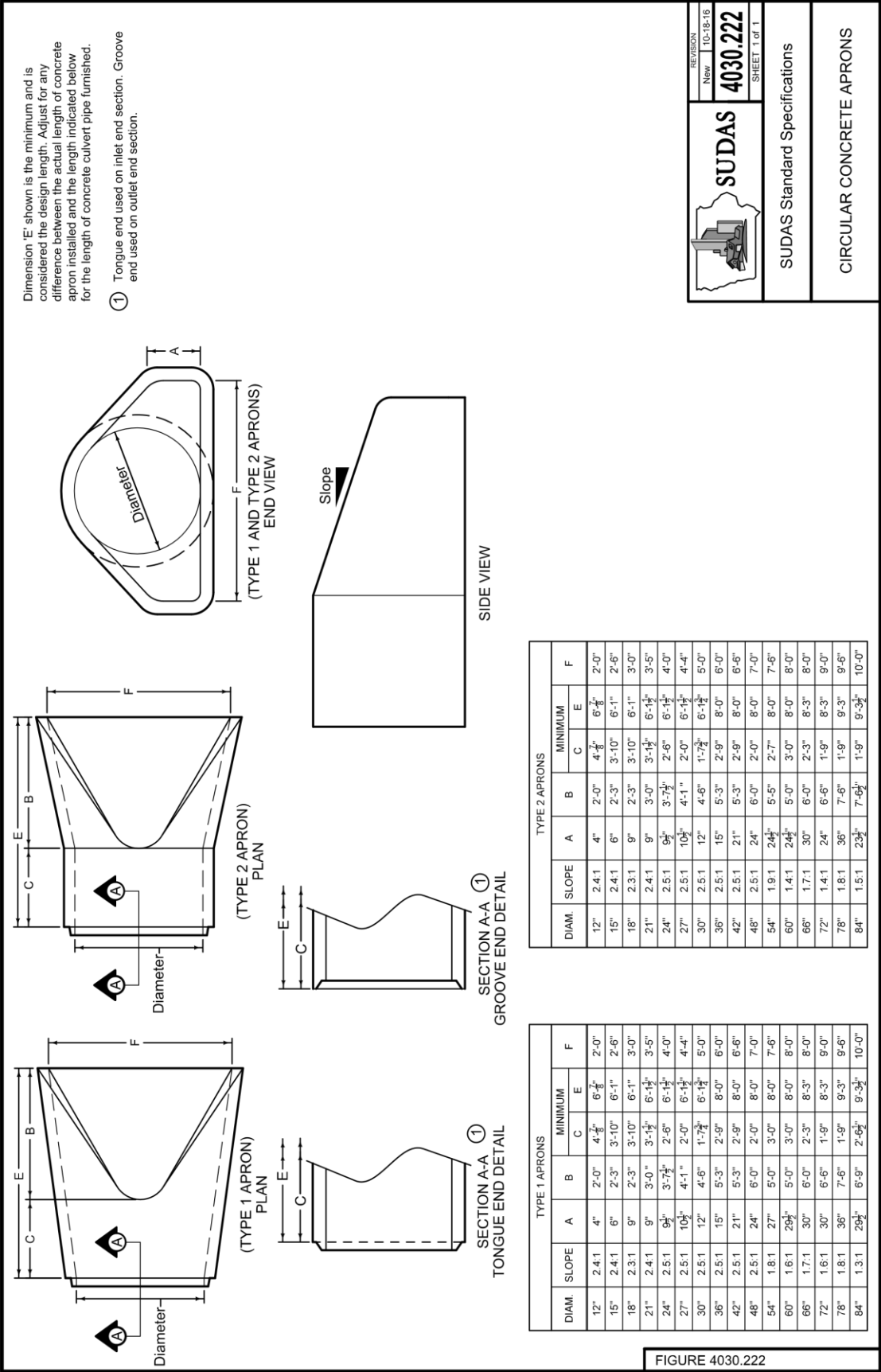
PART 3 - EXECUTION

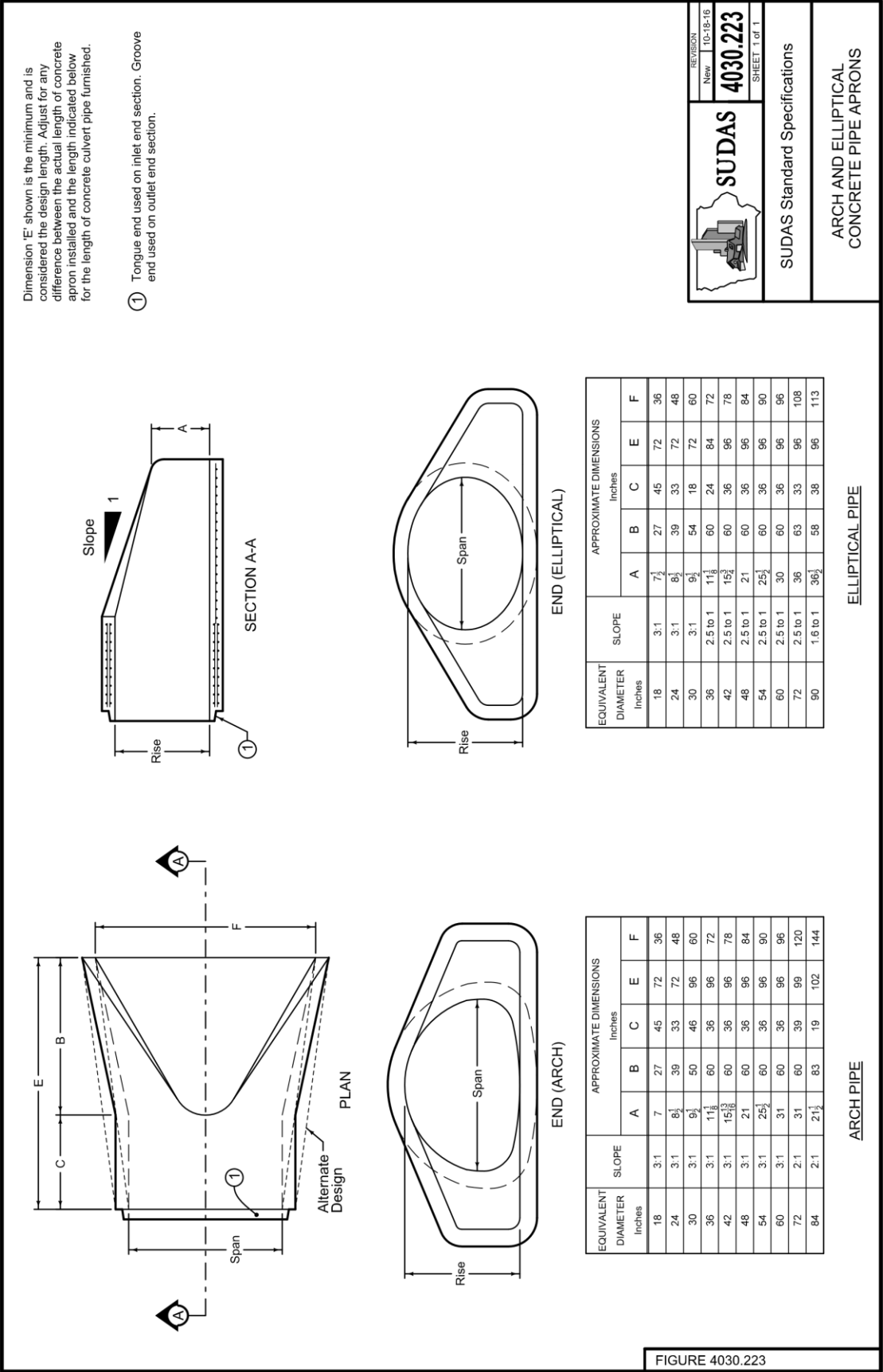
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

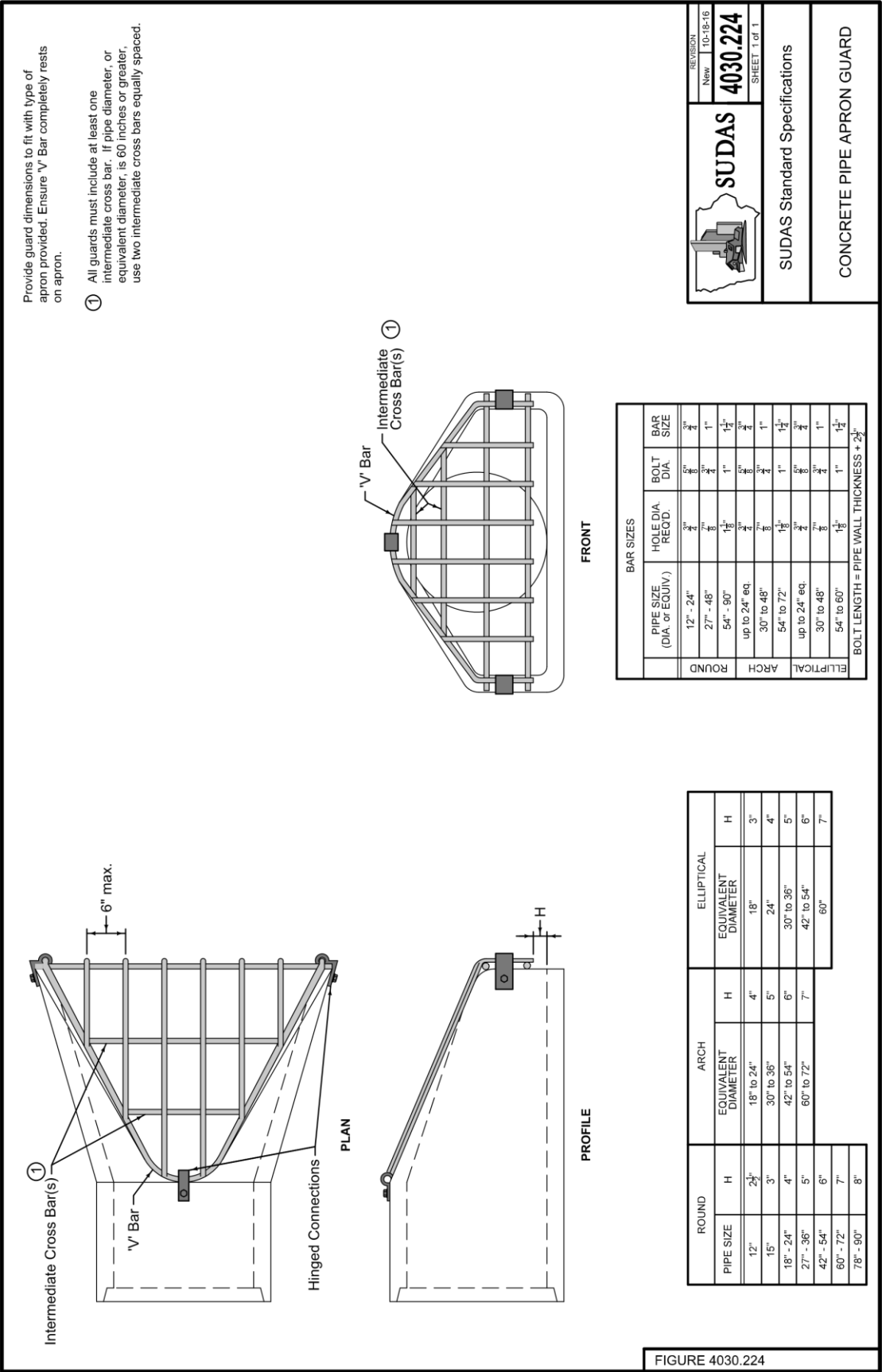
Add the following details:

- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard











Wrap all joints on concrete roadway pipe culverts.

Use Type 3 Connectors on all culvert pipes, unless specified otherwise. Refer to Materials I.M. 445.01 for Connector requirements.

Minimum 2 threads showing at all threaded ends.

Connections not required on pipe sections installed by trenchless methods.

For belled concrete pipe joints, connectors may be installed on the inside of the pipe.

TYPE 1

One connector at the top of the pipe section.

TYPE 2 (Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforced concrete pipe joints, refer to AASHTO M 170 for the class of pipe required. Refer to Materials I.M. 451.03 for seal requirements.

TYPE 3 (Non - Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforcement, refer to AASHTO M 170 for the class of pipe required.

① If holes are field drilled, place a ribbon of butyl sealant around bolts before placing 3 in. x 3 in. x 1/4 in. plate on bolts through corrugated metal pipe and tightening nuts.

② 1 1/2 inch round x 3/8 inch thick washer or 3 in. x 3 in. x 1/4 in. square plate (attached to pipe radius).

③ Connectors with One Bend End and Bell End spacers allowed per Materials I.M. 451. Refer to Optional Bolts detail.

④ Engineering fabric for embankment erosion control.

Possible Tabulations:
104-3
104-5B

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Concrete Pipe)**

PIPE SIZE (in.)	CONNECTOR AND BOLT SIZE (in.)	HOLE FOR CONNECTOR (in.)
12 to 27	5/8	7
30 to 60	3/4	1.0
66 to 132	1.0	1 1/2

PIPE JOINT WRAPPING

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Corrugated Pipe)**

THREADED AT BOTH ENDS

ONE BEND END

OPTIONAL BOLTS/CONNECTORS

TYPE 1 CONNECTION

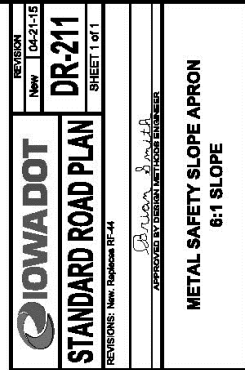
CONNECTED PIPE JOINTS

Updated 07/14/2020

Division 4 – Sewers and Drains

Page 81 of 166

	REVISION No. 04-21-15
	DR-203 SHEET 1 of 1
STANDARD ROAD PLAN	
REVISIONS: None; Replaces RF-5.	
APPROVED BY DESIGN METHOD SUPERVISOR 	
METAL PIPE APRONS AND BEVELED ENDS	



For reinforcing steel used in construction of "Beveled Pipe and Guard", use deformed bars meeting the requirements of Article 4161.03 of the Standard Specifications and hot-dip galvanized according to ASTM A123.

Use Class 'C' Concrete in the construction of Beveled Pipe and Guard.

Cut the pipe to fit the foreslope. Cut slots into the pipe for placement of the No. 8 bars. After the foreslope has been placed, fit the No. 8 bars into the slots cut in the pipe so they will be in proper position when the concrete collar is poured.

Price bid for "Beveled Pipe and Guard," each, is full compensation for furnishing all materials and constructing the Beveled Pipe and Guard.

Special Note:

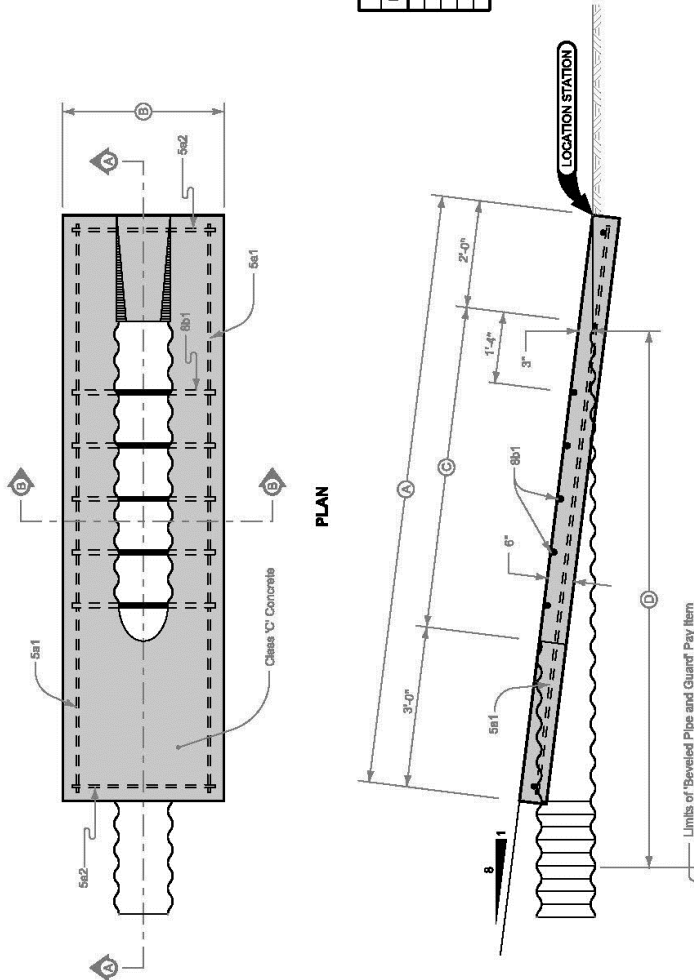
A self fence ditch check is required immediately upstream from the inlet. Refer to **SD-201** for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8

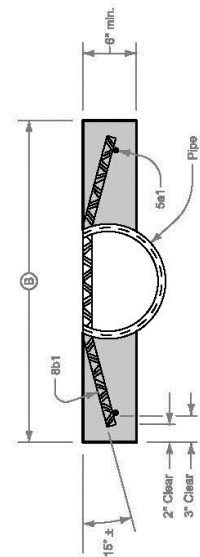
IOWA DOT	REVISION	04-21-15
	New	
STANDARD ROAD PLAN		DR-212
REVISIONS: New, Replace, RF-27.		SHEET 1 of 1
APPROVED BY DESIGN TECHNICIAN ENGINEER		
BEVELED PIPE AND GUARD		

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-2"	8'-2"	12'-0"
18"	15'-4"	3'-4"	10'-4"	14'-0"
21"	17'-6"	3'-6"	12'-6"	16'-0"
24"	19'-8"	4'-0"	14'-8"	18'-0"



REINFORCING BAR LIST					TOTAL WEIGHT	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LIN. FT.	WEIGHT
12"	5a1	Base	—	2	10'-0"	22.3
	5a2	Base	—	2	2'-0"	5.8
	8b1	Base	—	5	2'-0"	37.9
15"	5a1	Base	—	2	12'-10"	28.7
	5a2	Base	—	2	2'-11"	6.2
	8b1	Base	—	7	2'-11"	21.6
18"	5a1	Base	—	2	15'-0"	30.0
	5a2	Base	—	2	3'-0"	6.4
	8b1	Base	—	9	3'-0"	30.0
21"	5a1	Base	—	2	17'-2"	34.4
	5a2	Base	—	2	3'-0"	6.9
	8b1	Base	—	11	3'-7"	39.5
24"	5a1	Base	—	2	19'-4"	38.7
	5a2	Base	—	2	3'-0"	7.4
	8b1	Base	—	13	3'-10"	48.9
						133.2

SECTION A-A



SECTION B-B

SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

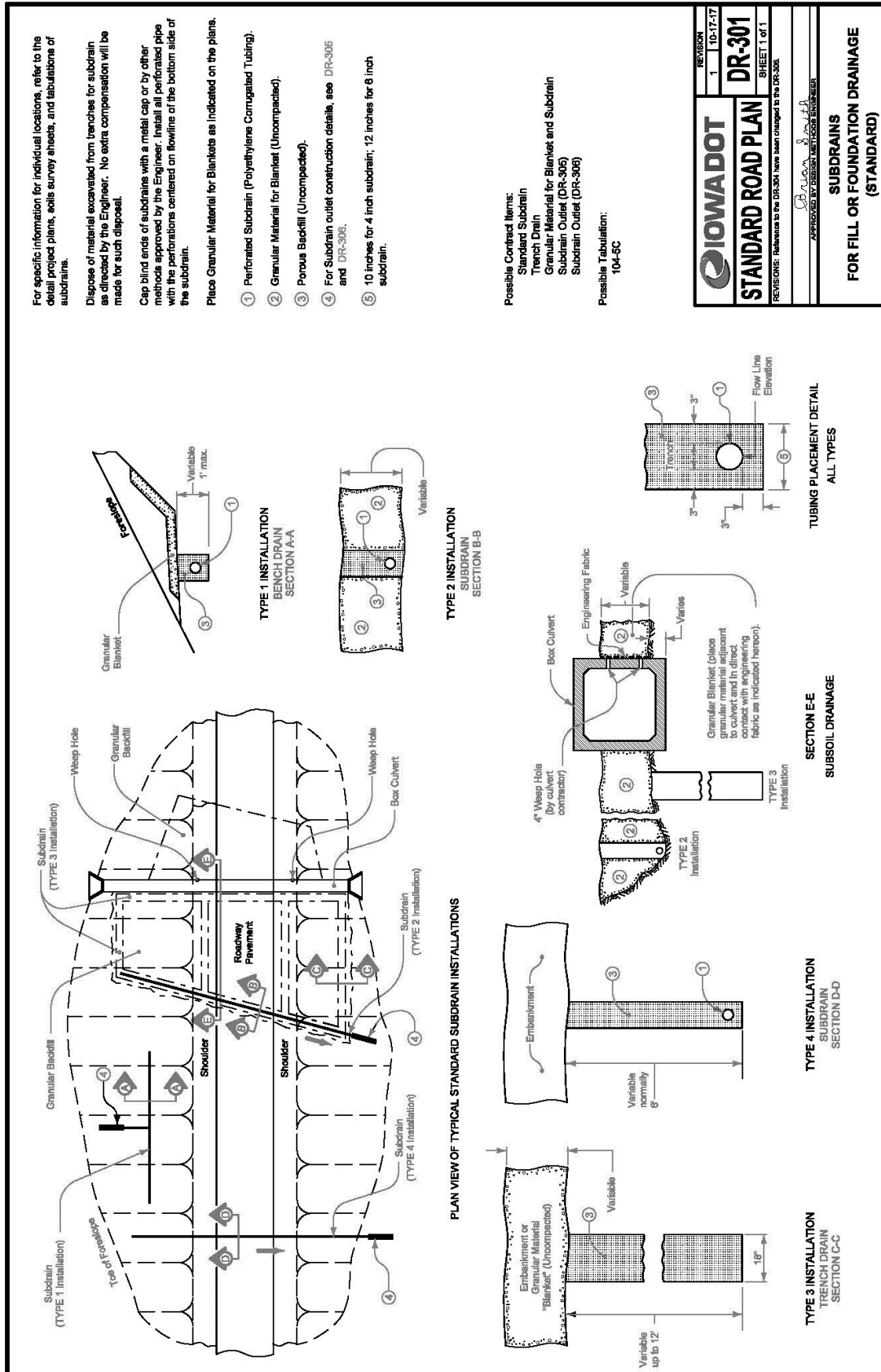
PART 3 - EXECUTION

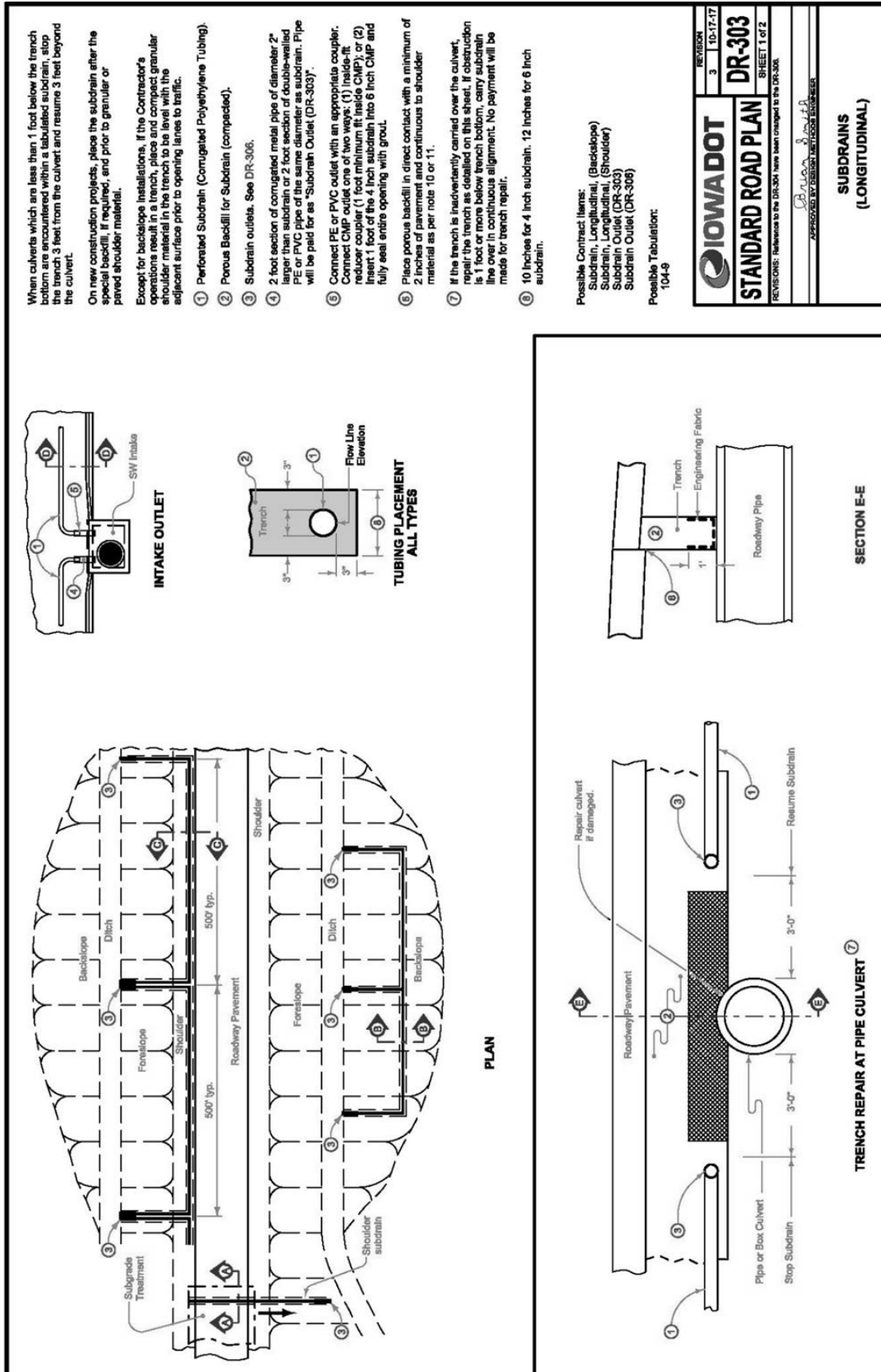
3.01 SUBDRAINS

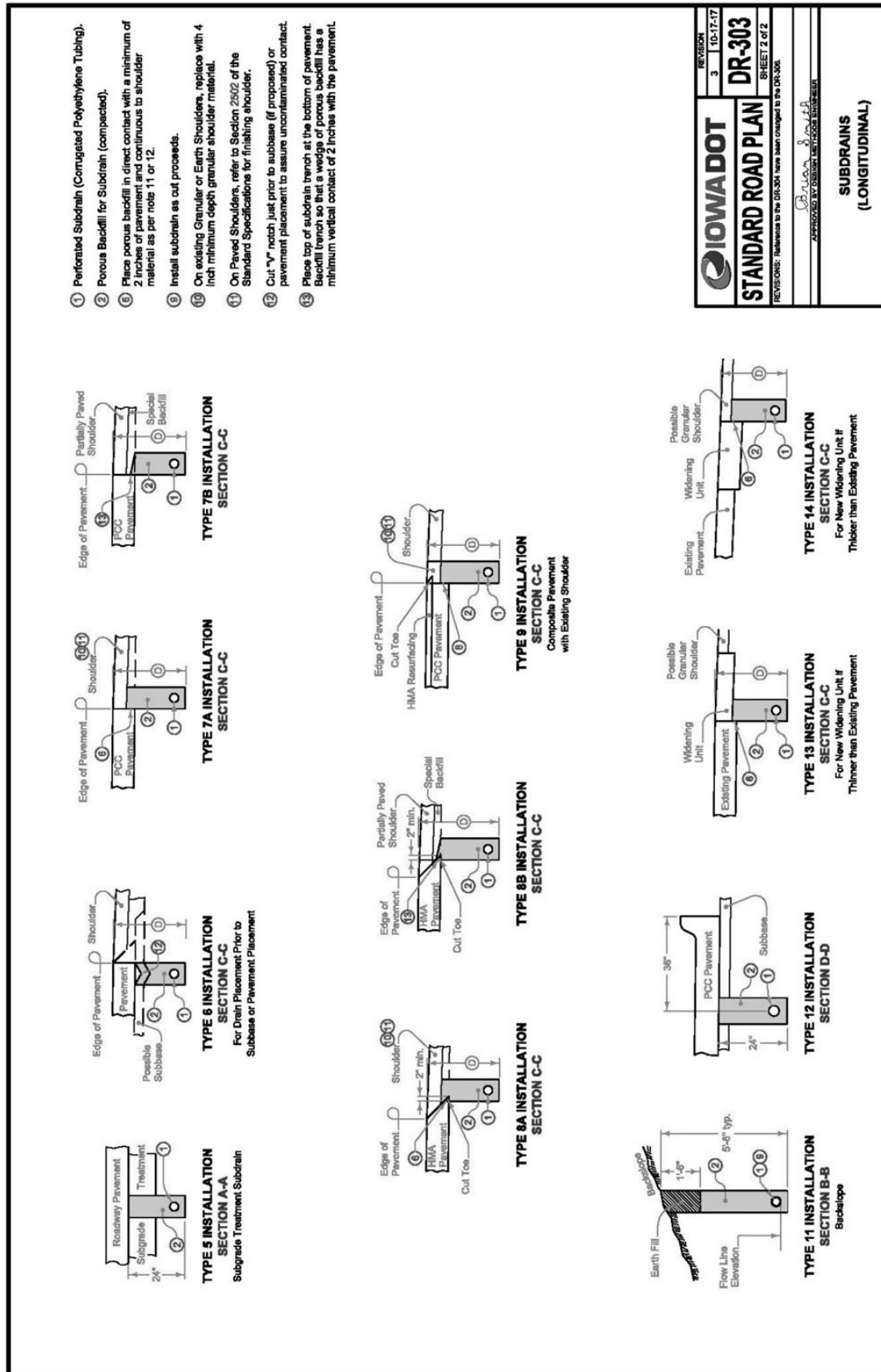
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

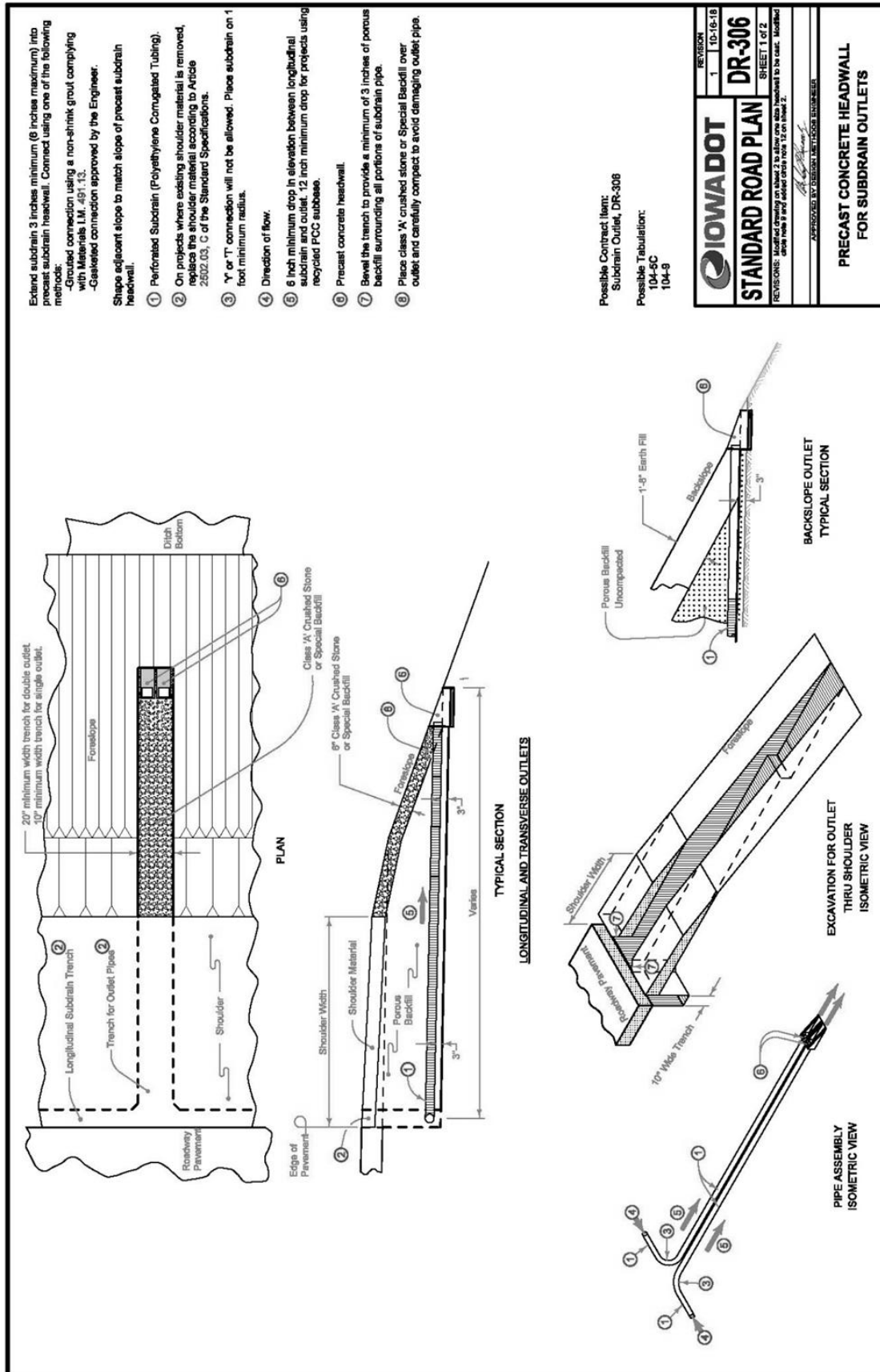
- A. Add the following details:
 - 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
 - 2. DR-303 Subdrains (Longitudinal)
 - 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.

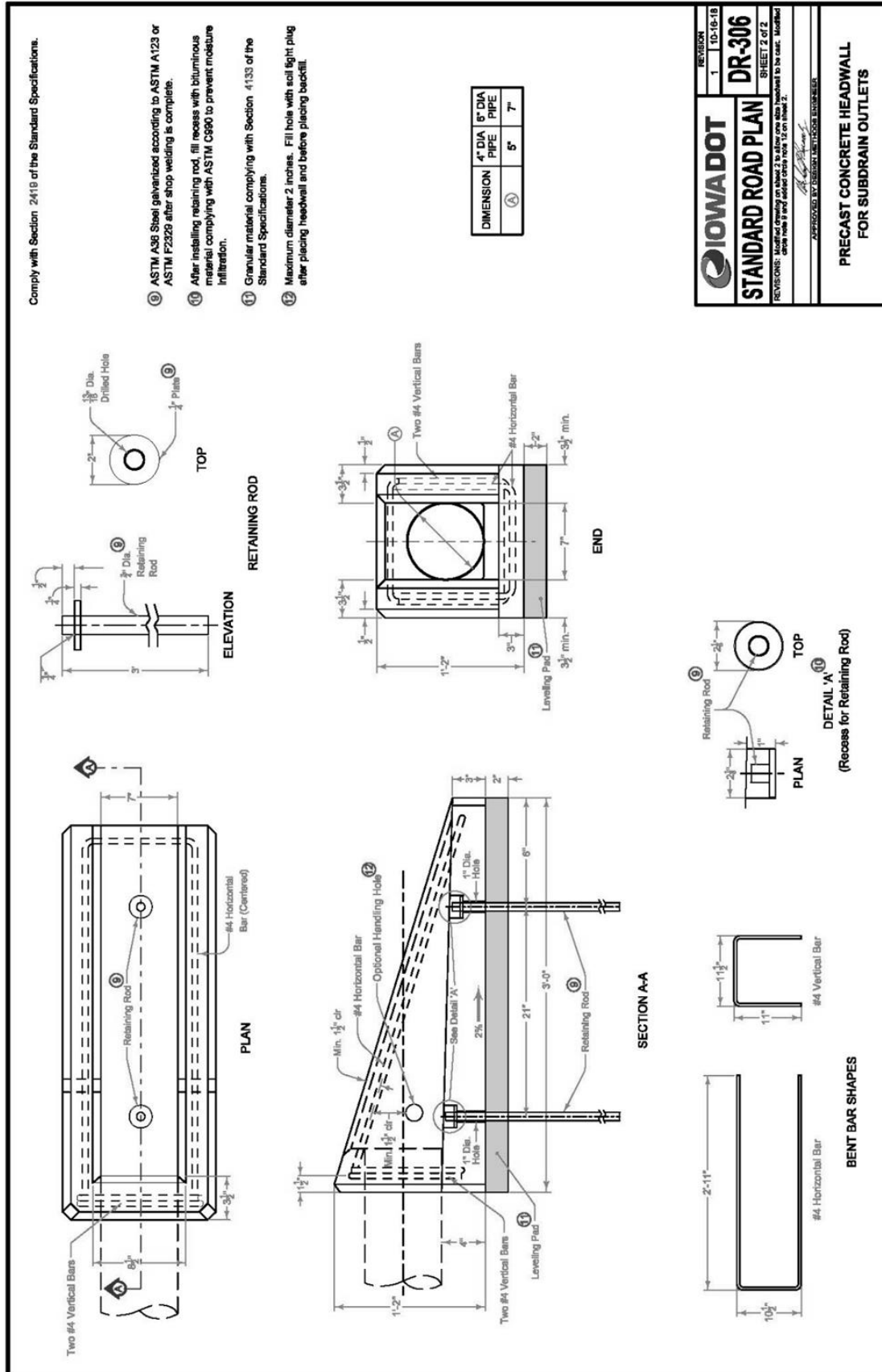






IOWA DOT	REVISION	3	10-17-17
	STANDARD ROAD PLAN	DR-303	SHEET 2 of 2
REVISIONS: Reference to the DR-303 have been changed to the DR-306.			
APPROVED BY DESIGN: <i>[Signature]</i>			
SUBDRAINS (LONGITUDINAL)			





SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

1.03 through 1.06: ~~(DELETE): Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.02 (ADD) FORCE MAIN CLEANING PIG

- A. The force main cleaning pigs shall be light-density crisscross pigs constructed of a minimum of two (2) pounds per cubic foot density foam and coated with polyurethane elastomer in crisscross pattern.
- B. The force main cleaning pigs shall have an open nose design for maximum jetting action and pressure equalization. The pigs shall have the ability to scratch, scrape, plow and jet to assist in cleaning and flushing debris from the force main. The pig units shall be sized to the pipe in accordance with the manufacturer's recommendations and shall have a length two times the diameter. The nose shall be parabolic shaped in order that it may better enter restrictions. The pigs shall have the ability to negotiate mitered and short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.
- C. All pipeline pig ingredients shall be certified by the manufacturer as having been successfully used in similar applications and comply with these specifications.

PART 3 – EXECUTION

3.03 VIDEO INSPECTION

- A. ~~(DELETE) General:~~
 - 1. ~~Unless otherwise specified in the contract documents conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving.~~
 - 2. ~~Notify the Engineer the day prior to inspection so the Engineer may be present during the inspection.~~
 - 3. ~~Notify the Engineer of the extent of noncompliance with the low spot depth tolerances in Section 4010 for sanitary sewers and Section 4020 for storm~~

~~sewers.~~

~~4. Re-inspect sewers after any corrective action has been completed.~~

B. (DELETE) Inspection Procedure:

~~1. Prior to video inspection, run sufficient water through the pipe to saturate potential low spots so they may be detected during inspection.~~

~~2. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.~~

~~3. Inspect all lateral connections and other observations at right angles utilizing the pan and tilt capabilities of the camera.~~

~~4. Center the video camera in the pipe during the inspection.~~

~~5. Do not exceed 30 feet of inspection per minute.~~

C. (DELETE) Inspection Reporting:

~~1. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and street location references in the recording. Affix labels to the recording media to include the name of the project, the date, and the location of the inspection.~~

~~2. Provide a written report of the inspection. In the report, include true-to-scale drawings of all sewer defects and observation locations. Reference the time stamp on each line item entry on the written report.~~

A. (ADD) Prior to acceptance by the City, a television inspection on Sanitary Sewers shall be completed by the contractor. Said TV inspection shall be performed 30 days after backfilling. The TV inspection shall be with a pan & tilt color camera and a footage meter that accurately displays the camera's location on tape.

B. (ADD) The developer/contractor will be required to ensure that an informational meeting is set up between the entity performing the television inspection on the new construction and the City Engineer and/or Sewer Superintendent. The meeting is used to educate the entity's television operator on the proper inspection techniques while televising for the City of Marshalltown. Proper techniques are, but not limited to the following:

1. Identify each structure by proper structure number

2. Separate reports for each line segment televised

3. Pipe preparation before televising, to include cleaning or putting water down the line to show sags

4. Video tape procedures, including procedures for viewing laterals or connections

5. Timeliness in returning videos and paper reports

C. (ADD) All television inspections shall be provided in digital format (.MPEG, .MPG, or .WMV), PDF written report and in Wincan digital CD format. If not

provided in Wincan digital format, the contractor shall pay \$20 per line segment for the information to be data entered into the City system.

- D. (ADD) After review of the videos and written reports, the City of Marshalltown will contact the developer or contractor of a positive review or identify areas that need to be repaired prior to final acceptance. Any repairs will need to be re-televised.

3.07 (ADD) FORCE MAIN CLEANING

- A. All lines shall be thoroughly cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by water or water carried material shall be the responsibility of the Contractor.
- C. All cleaning shall be completed prior to the initiation of the testing process described in Part 3.06.
- D. Force main cleaning shall be accomplished using a hydraulically propelled polyurethane pig, conforming to the requirements of Part 2 above, to remove all construction debris from the force main.

DIVISION 5 – WATER MAINS AND APPURTENANCES

**NOT USED. SEE MARSHALLTOWN WATER WORKS RULES AND
REGULATIONS**

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DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

- B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber “O” ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

- A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:

1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and between rings and casting.
2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.1, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.1, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed

unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:

- a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

A. 6010.306 Chimney Seals for Sanitary Sewer Manholes

B. 6010.307 Drop Connection for Sanitary Sewer Manholes

C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

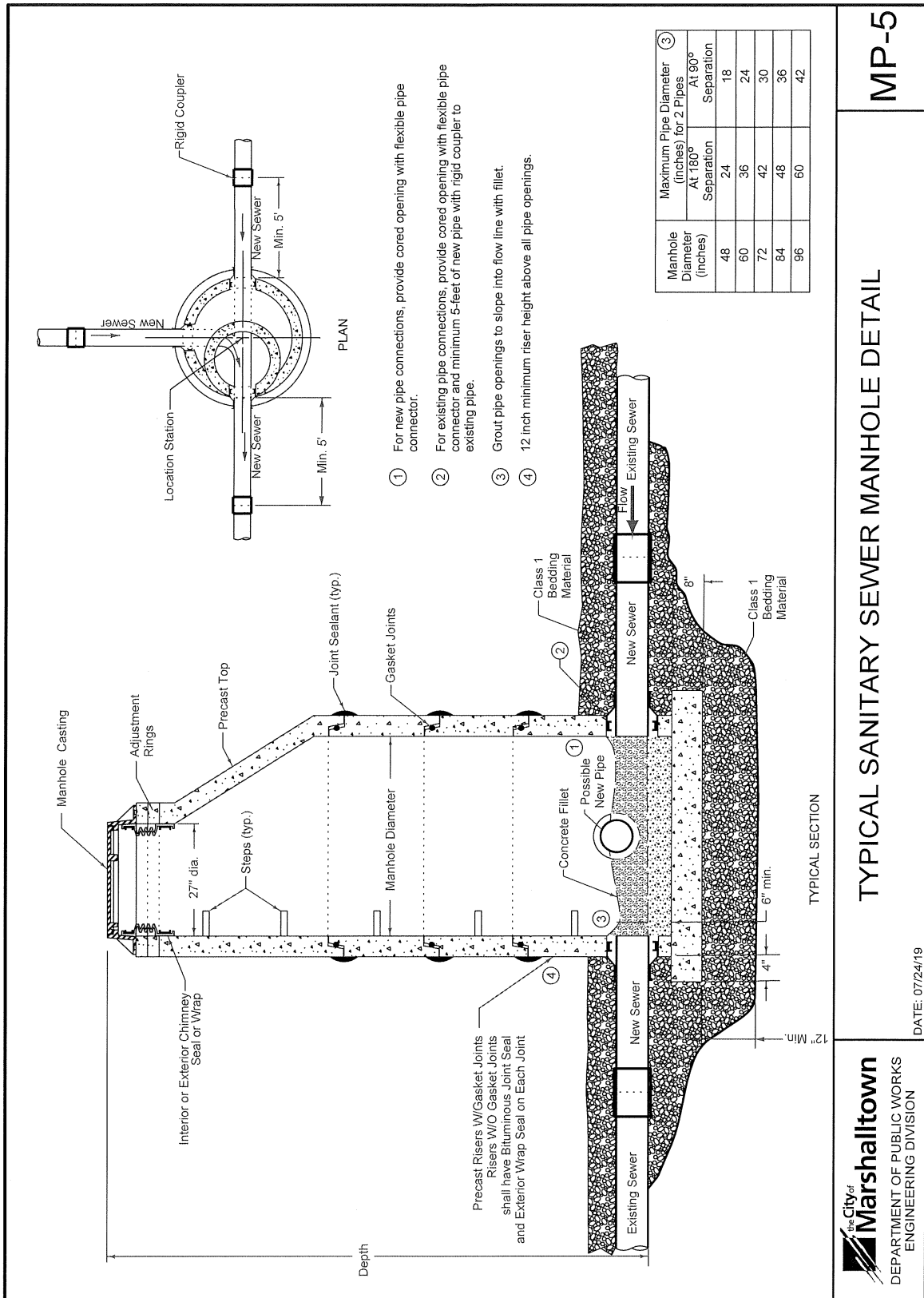
CONCLUSION: Complies: Yes _____ No _____

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

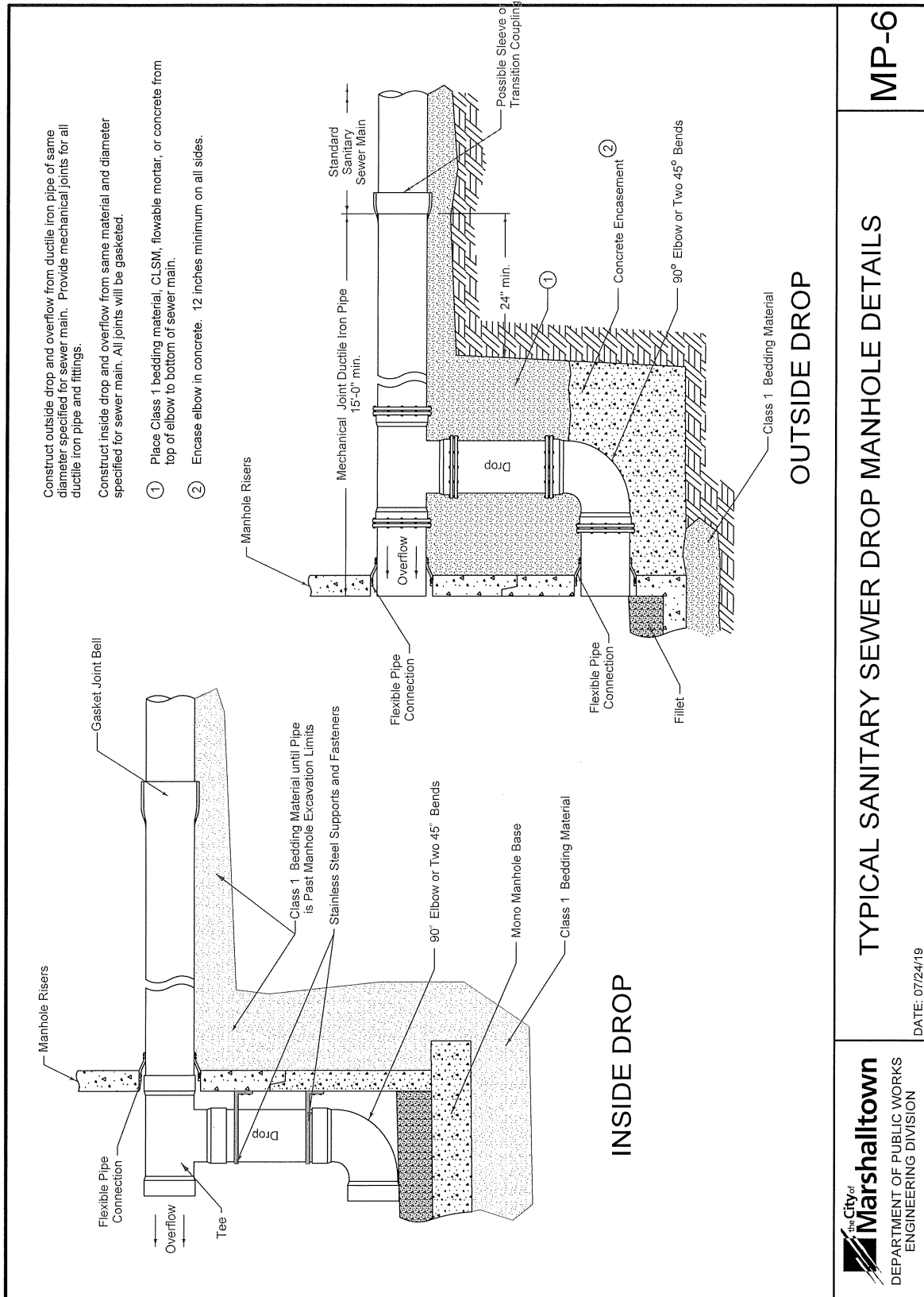
Project Representative

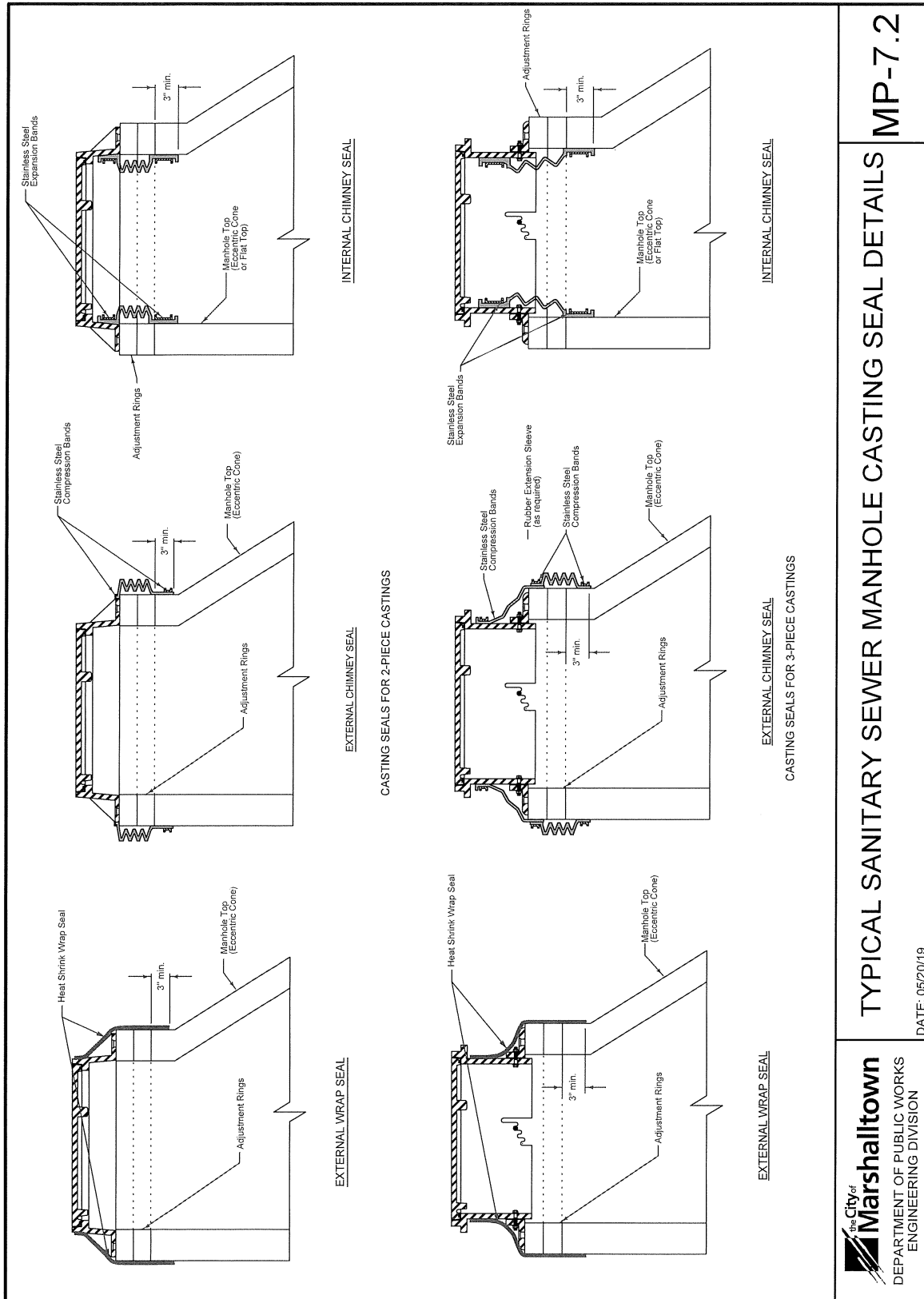
Project Engineer
City of Marshalltown, Iowa



TYPICAL SANITARY SEWER MANHOLE DETAIL

MP-5





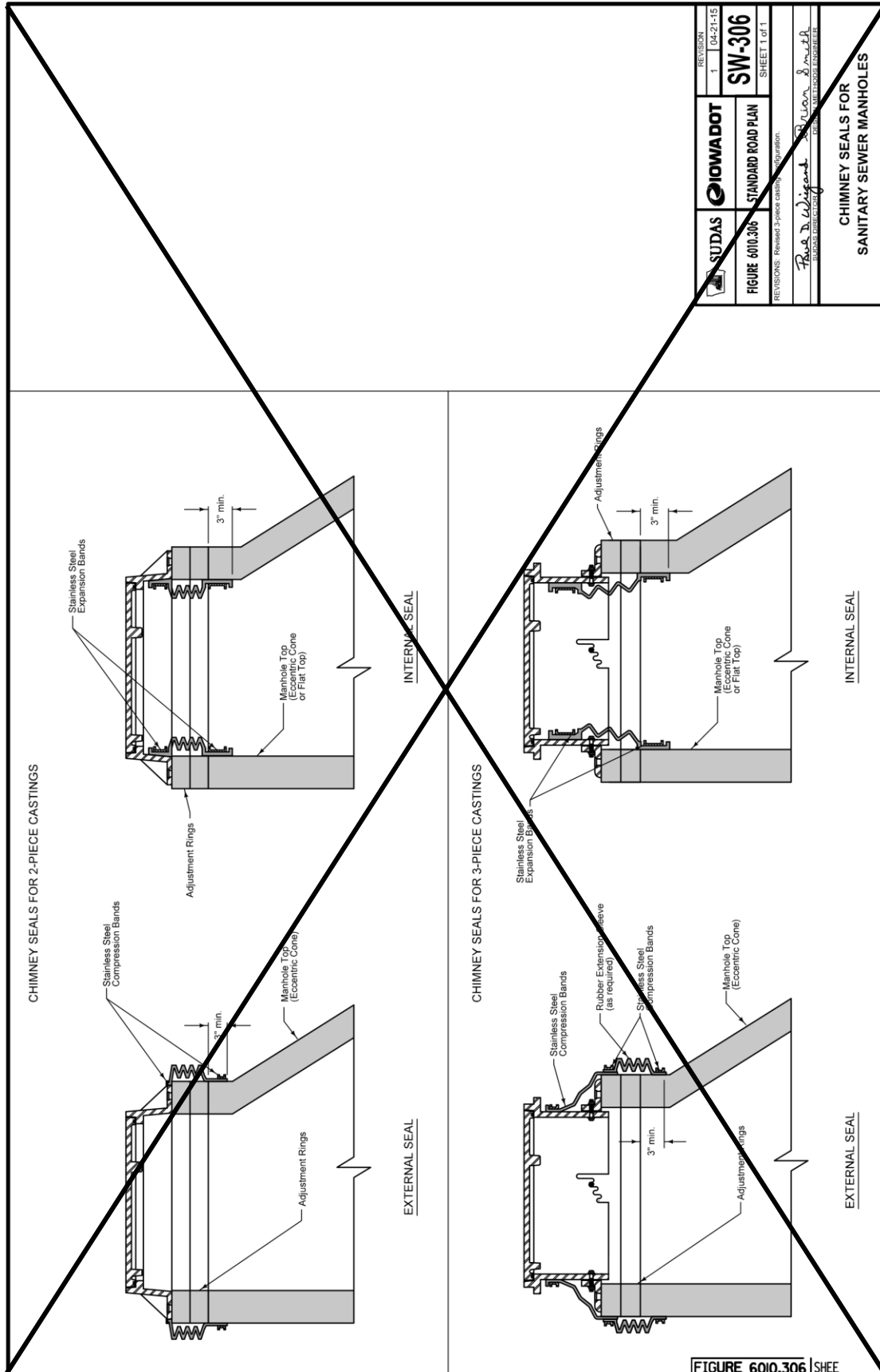
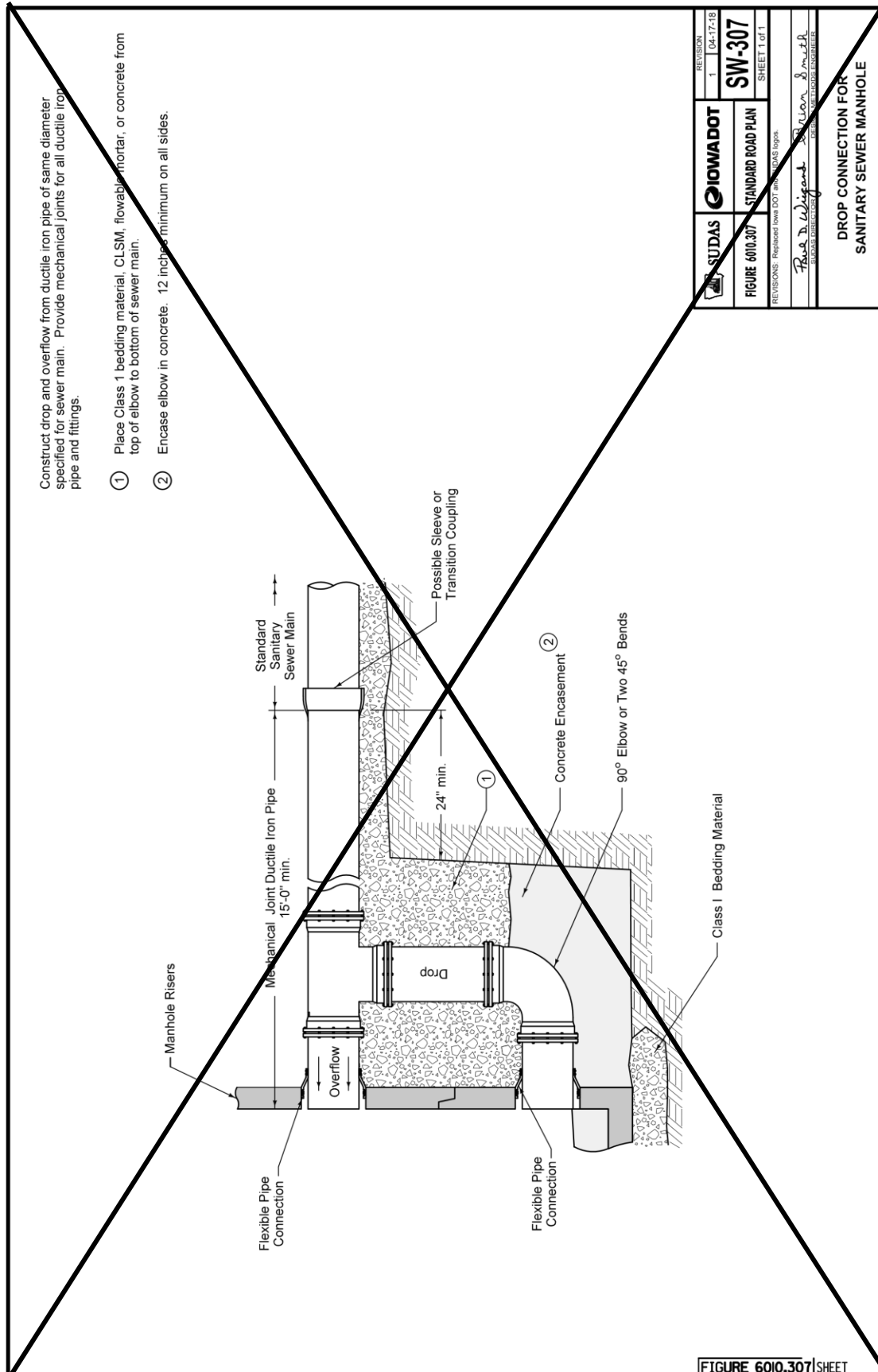
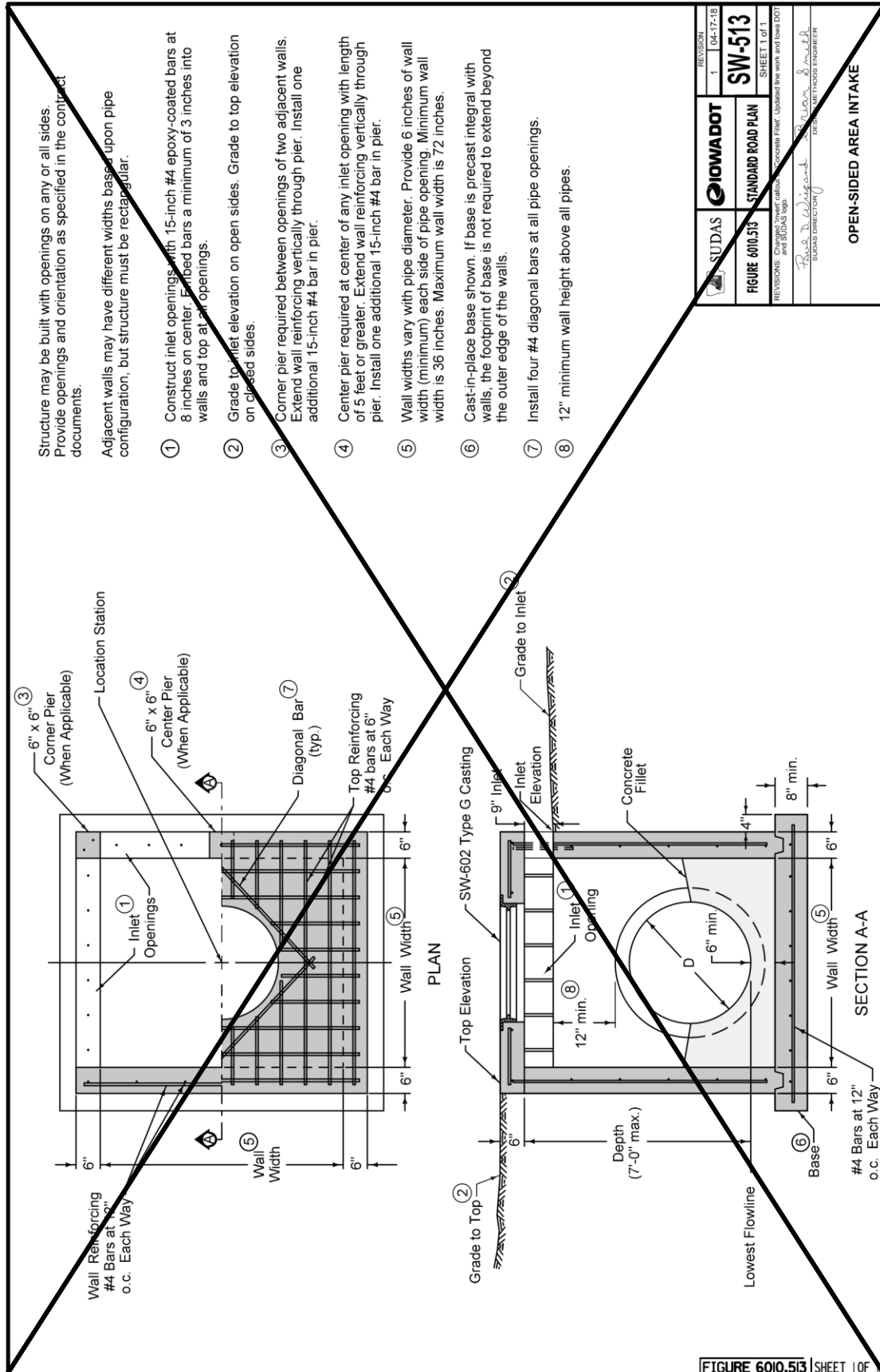


		FIGURE 6010.306 STANDARD ROAD PLAN	REVISION
			1 04-21-15
SW-306			SHEET 1 of 1
REVISIONS: Revised 3-piece casting configuration.			
B. D. Wiegand			Project Engineer
J. Smith			Project Engineer
CHIMNEY SEALS FOR SANITARY SEWER MANHOLES			





SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.02 PAVEMENT CONSTRUCTION

C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010 (DELETE), 3.04 (ADD) and 6020 for manhole adjustments (DELETE) and Section 5020, 3.04 for water-fixture adjustments.

I. Finishing:

5. Surface Treatment:

- b. ~~(DELETE) Surface Tining:~~ When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.

~~1) Longitudinal:~~

- a) ~~Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- b) ~~Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~
- c) ~~Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- d) ~~At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

~~2) Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~
- ~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~
- ~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

3.03 CURB AND GUTTER CONSTRUCTION (DELETE) (See Figure 7010.102 (ADD) MD-2 Curb and Gutter Details.)

- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used (ADD) if approved by the City Engineer.

3.04 PAVEMENT PROTECTION

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

1. Cold Weather:

- 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
 - a) (ADD) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.
 - b) (ADD) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
 - c) (ADD) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

(ADD) Table 5.1—Recommended Concrete Temperatures

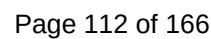
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for indicated air temperature *			
2	Above 30°F (-1°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)	45°F (7°C)
3	0 to 30°F (-18 to -1°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)
4	Below 0°F (-18°C)	70°F (21°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)
5		Maximum allowable gradual temperature drop in first 24 hours after end of protection			
		50°F (28°C)	40° (22°C)	30°F (17°C)	20°F (11°C)

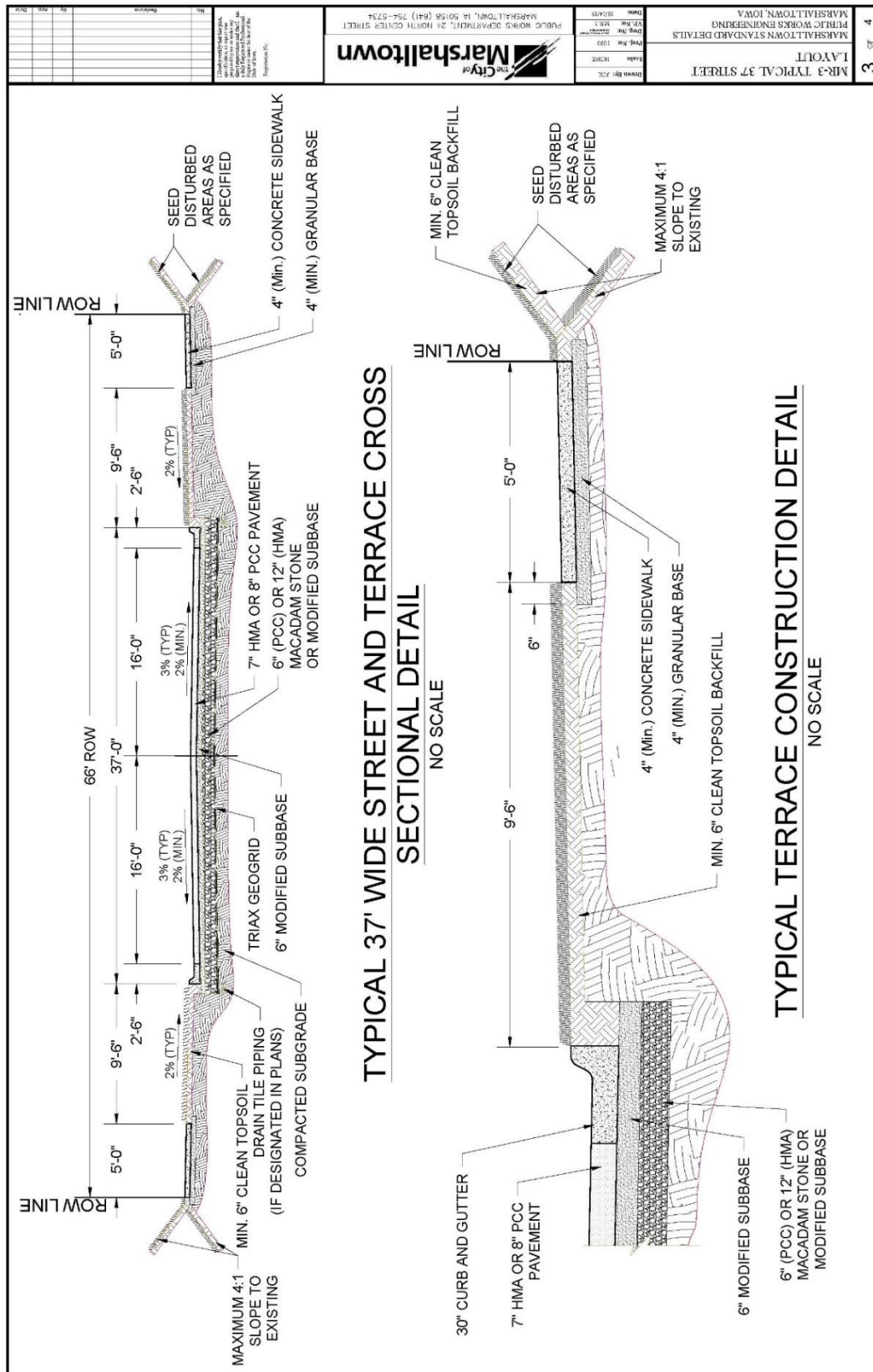
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

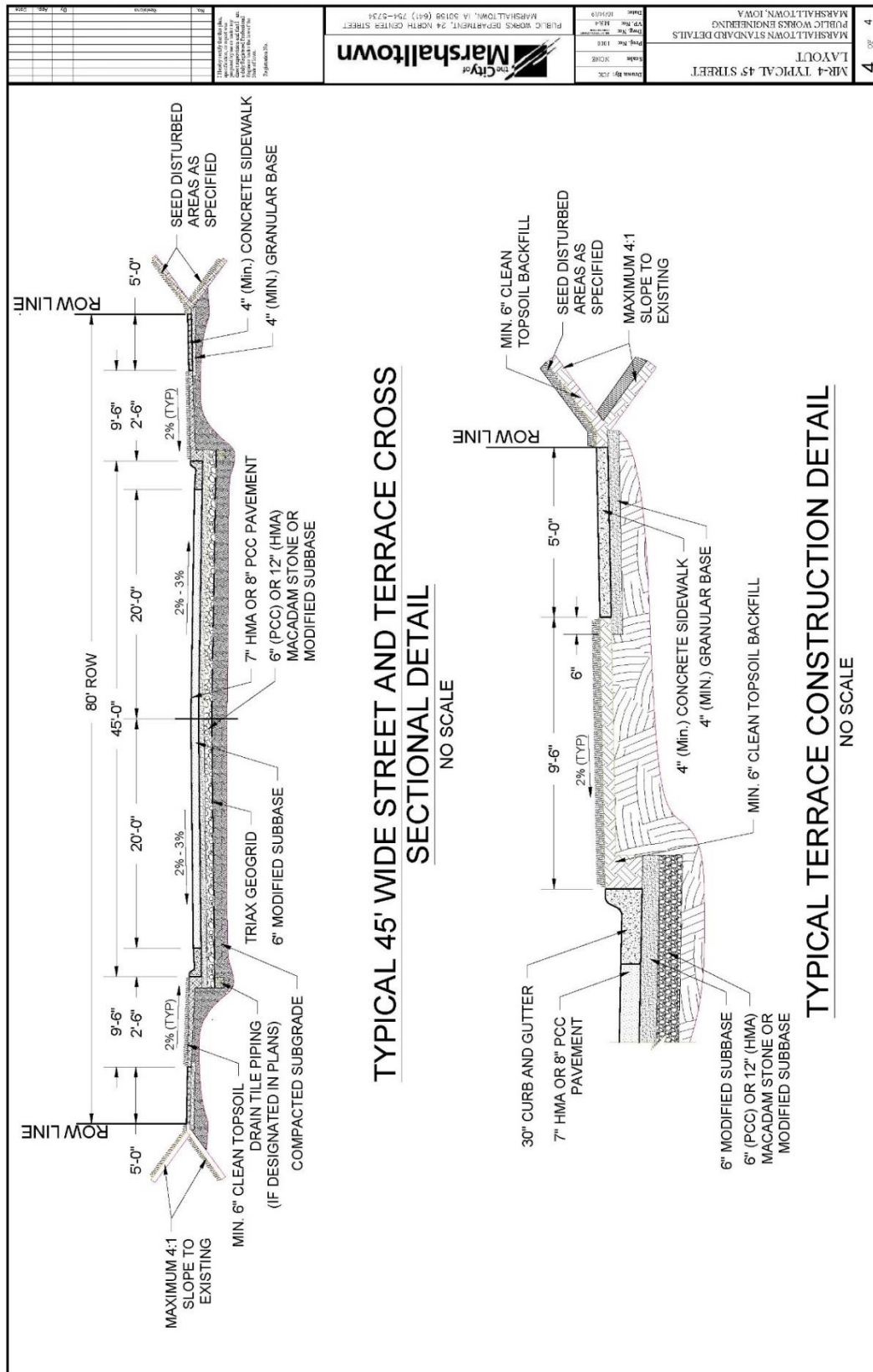
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

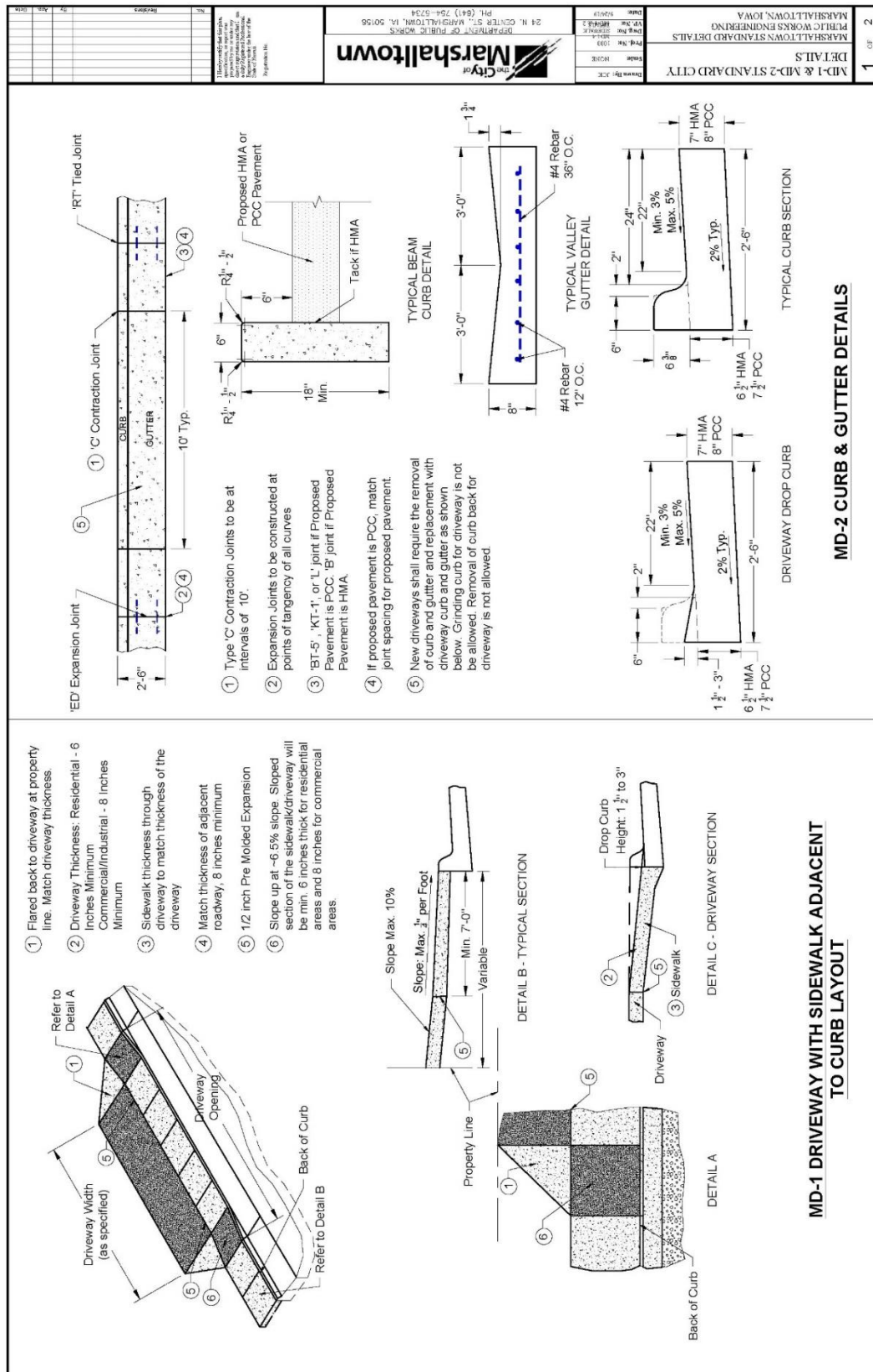
A. Added the following details:

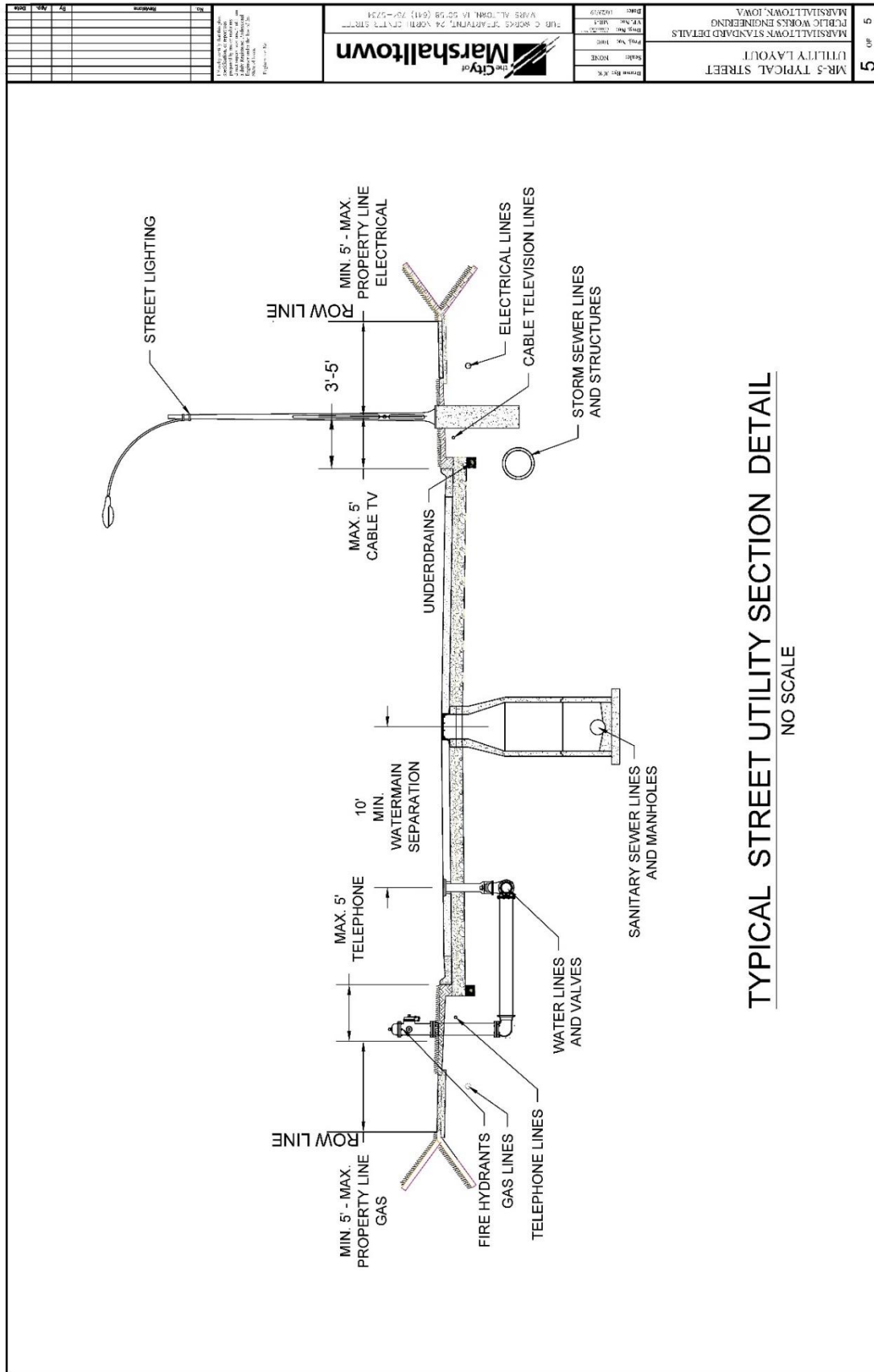
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

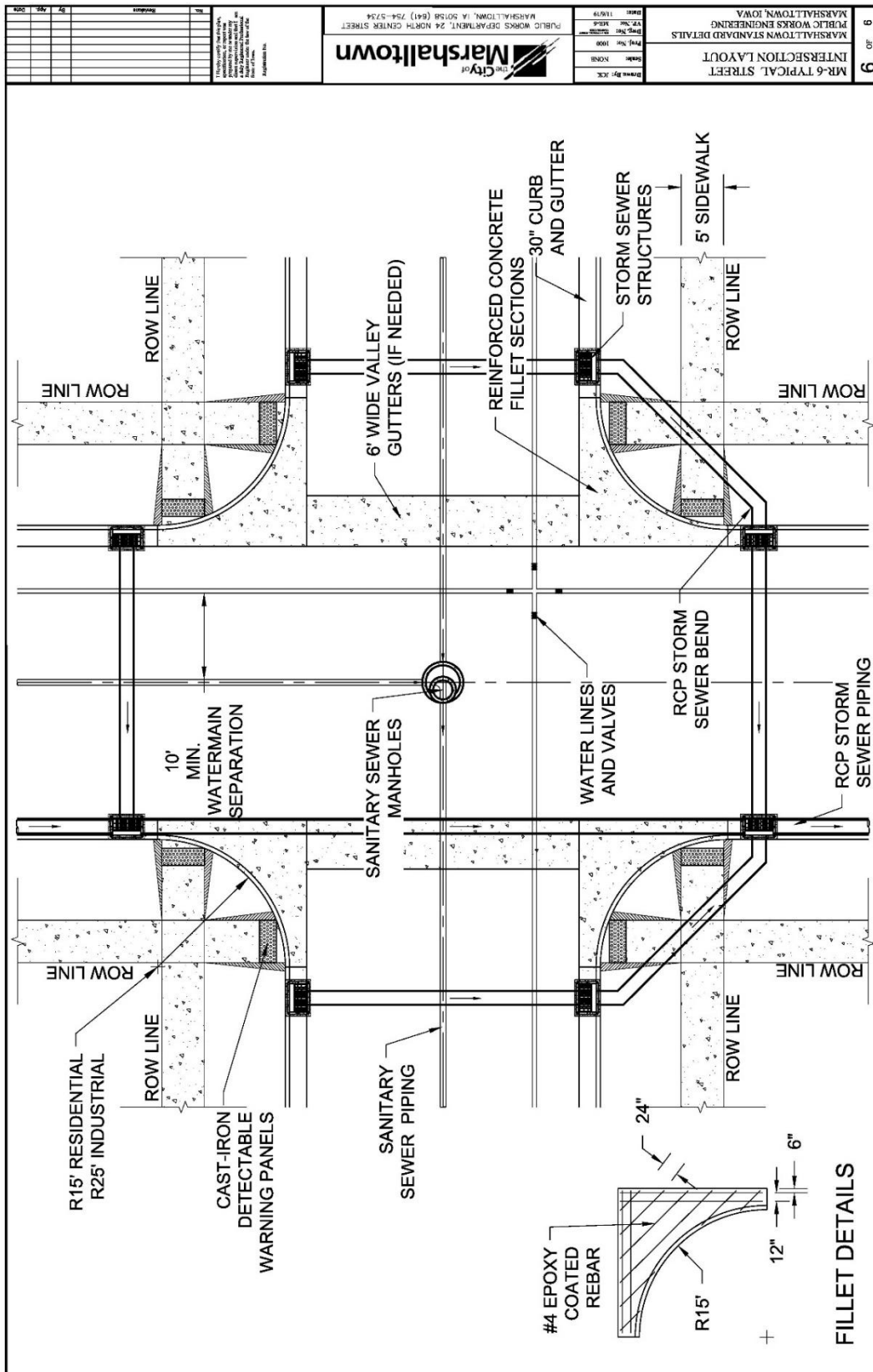












SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

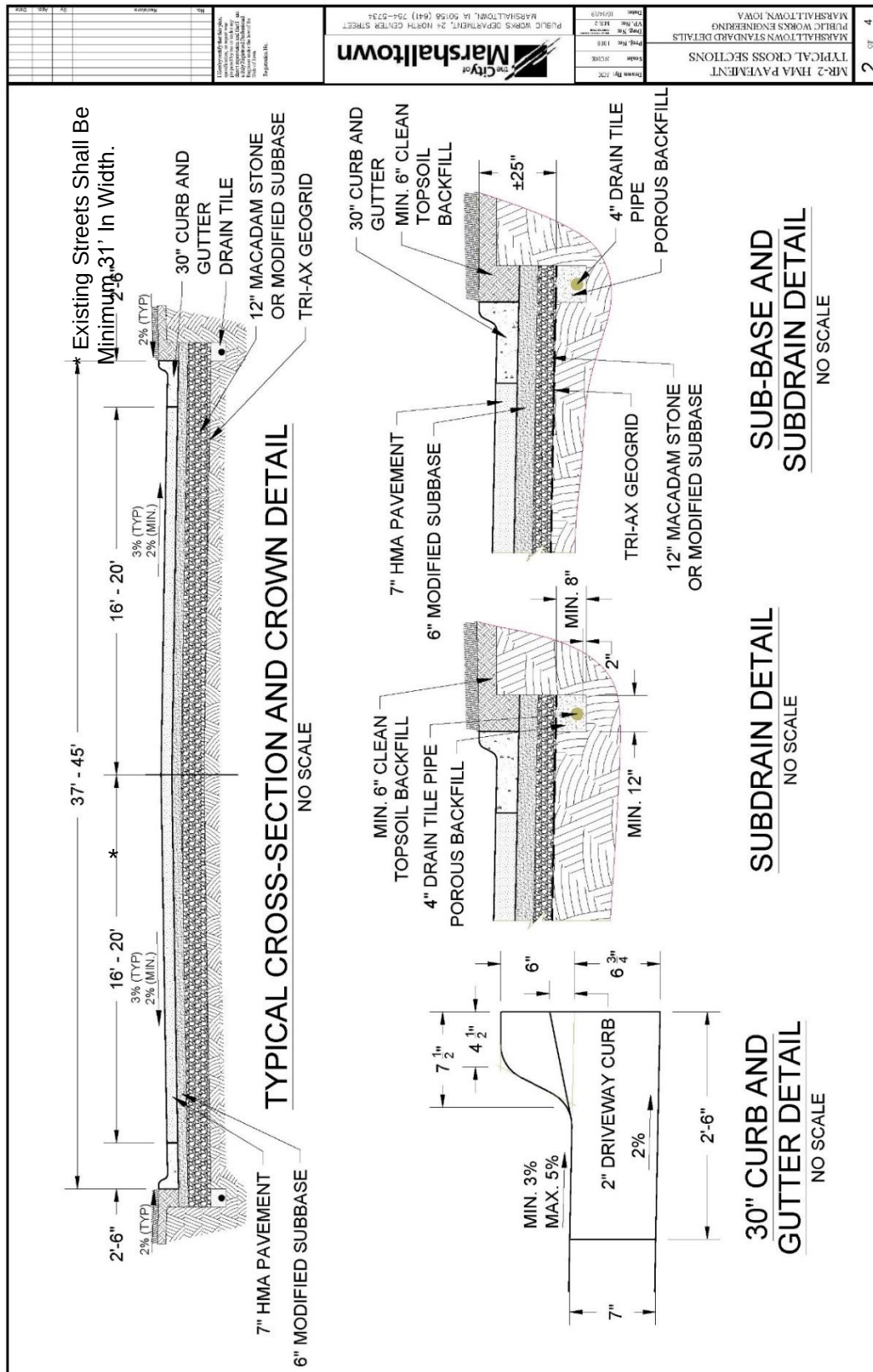
1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

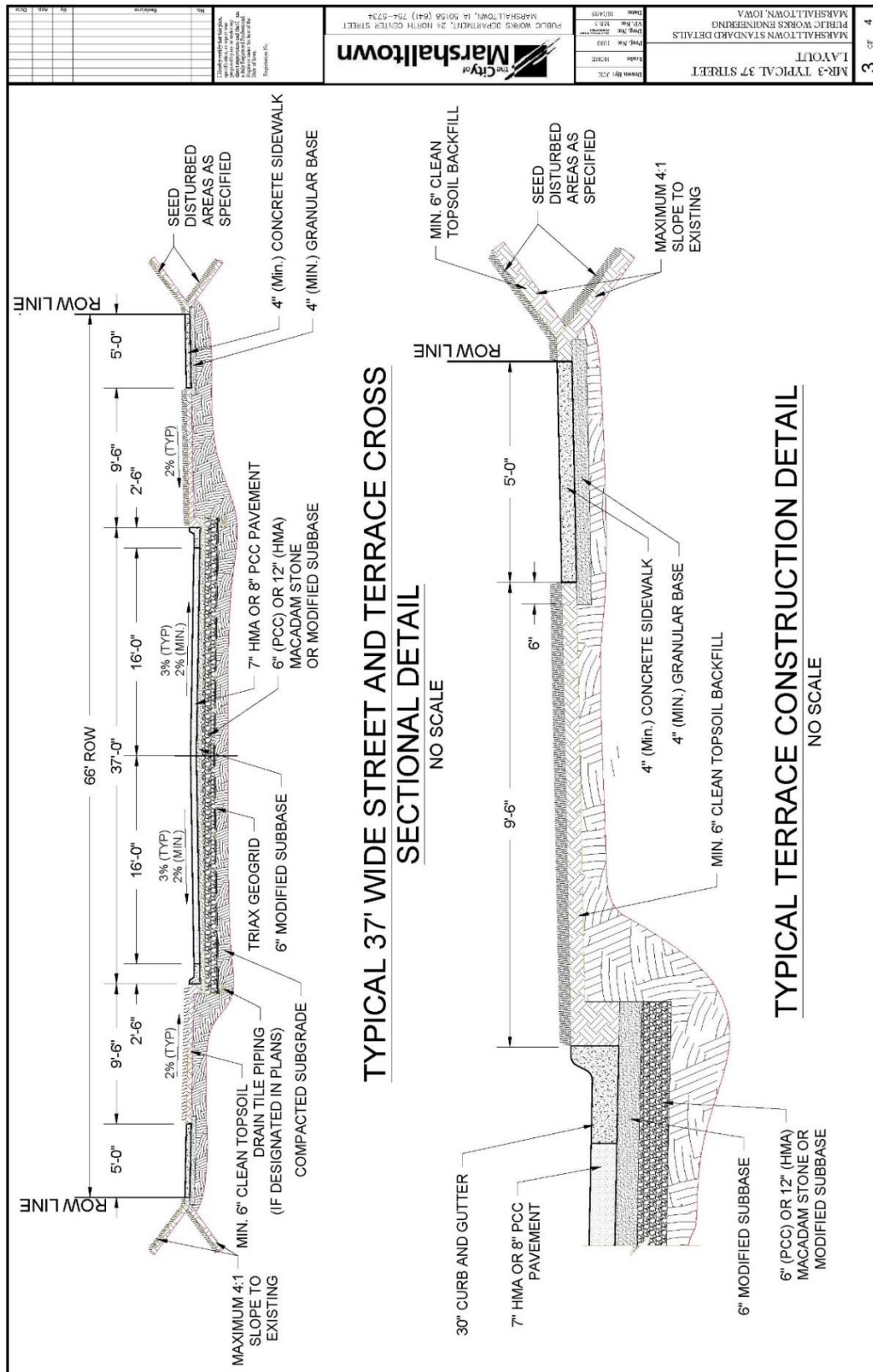
PART 3 - EXECUTION

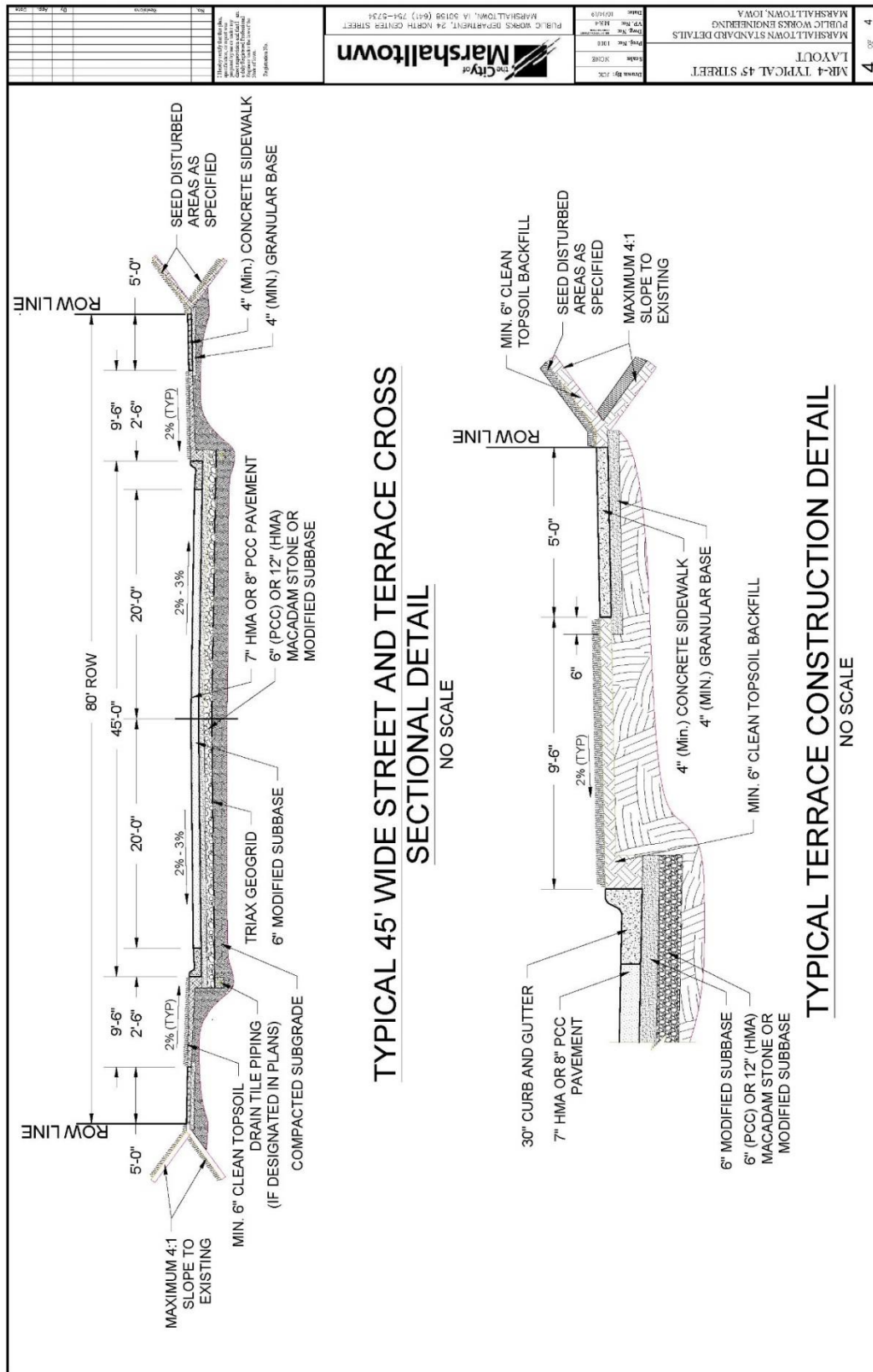
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

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







SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 -PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class(DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~
- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.

- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.
- 2. Moisture Retention:
- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:
 - a. Dry to the touch in no more than 4 hours, and
 - b. Do not track off the concrete when walked upon after 12 hours.

D. White Pigmented Compounds.

- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a non-uniform spray.
- 3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
- 4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.
 3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
 4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.

5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1-1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.

- C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 7030.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

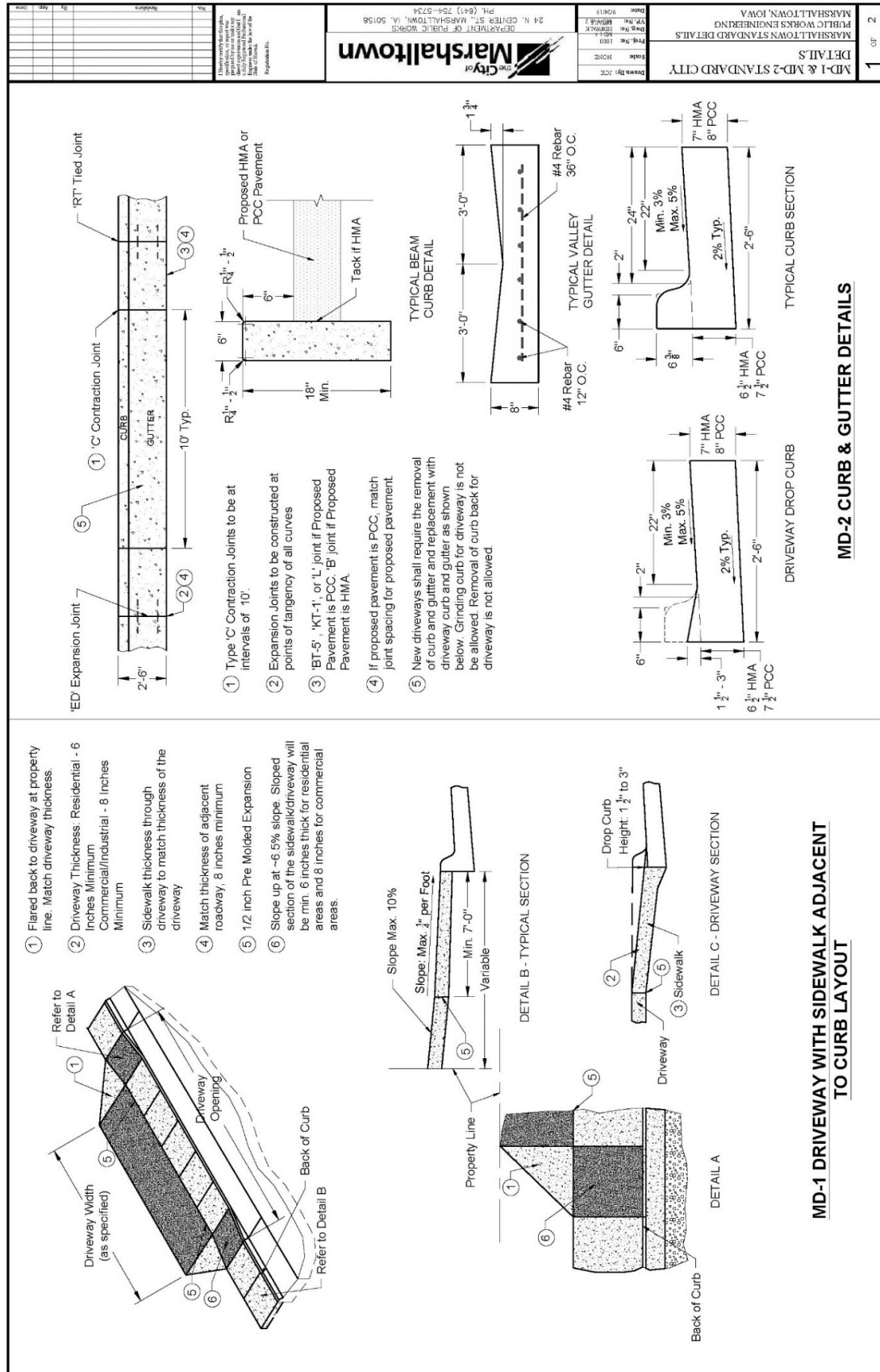
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

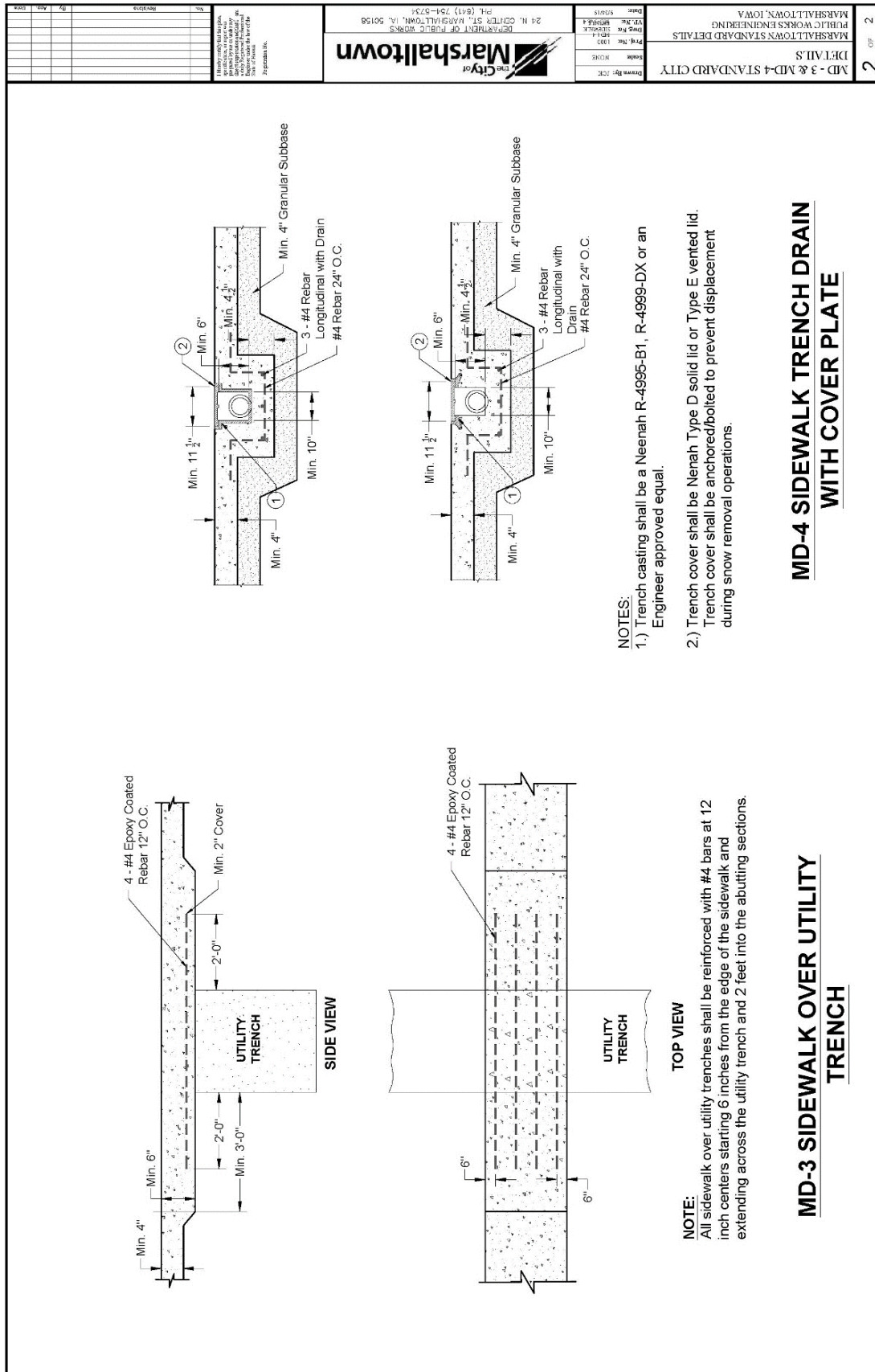
Comply with Section 7010, 3.03 and MD-2.

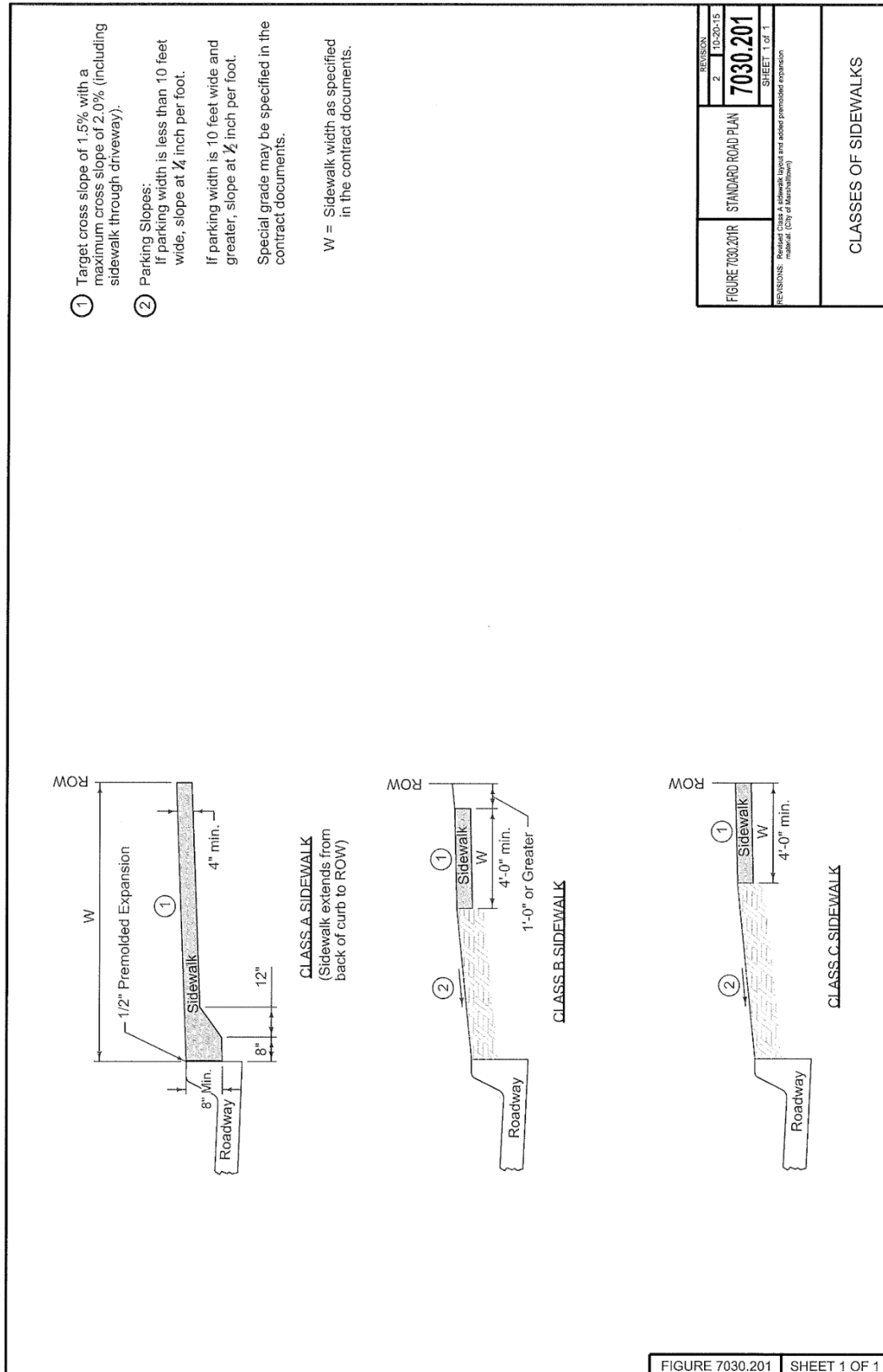
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 2. MD-2 Curb & Gutter Details
 3. MD-3 Sidewalk over Utility Trench Detail
 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.

4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for preformed expansion joints.
8. Figure 7030.208 – Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".

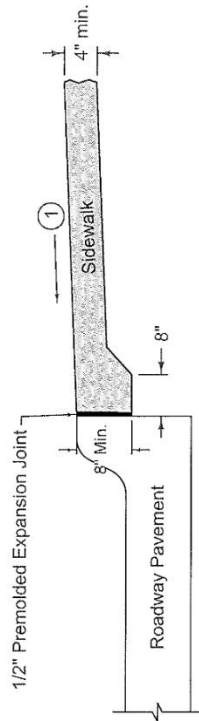




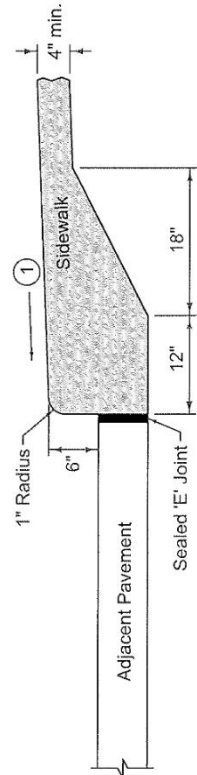


For new sidewalk with new curb and gutter, comply with Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.



DETAIL 2



DETAIL 3

FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION
		3 10-20-15
7030.202		SHEET 1 of 1
REVISIONS: Removed Detail 1; Revised Detail 2. (City of Marshalltown)		
CURB DETAILS FOR CLASS A SIDEWALK		

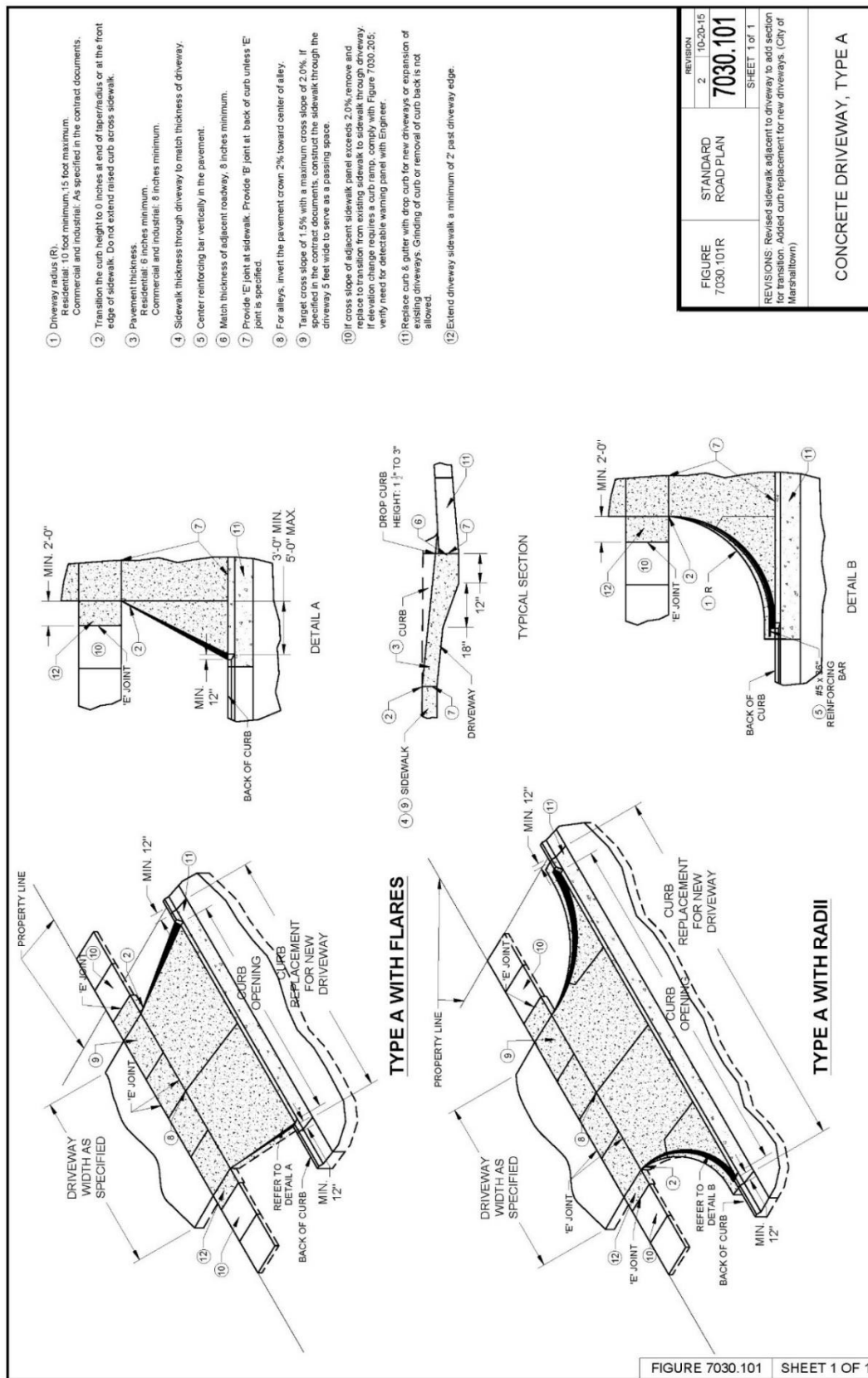
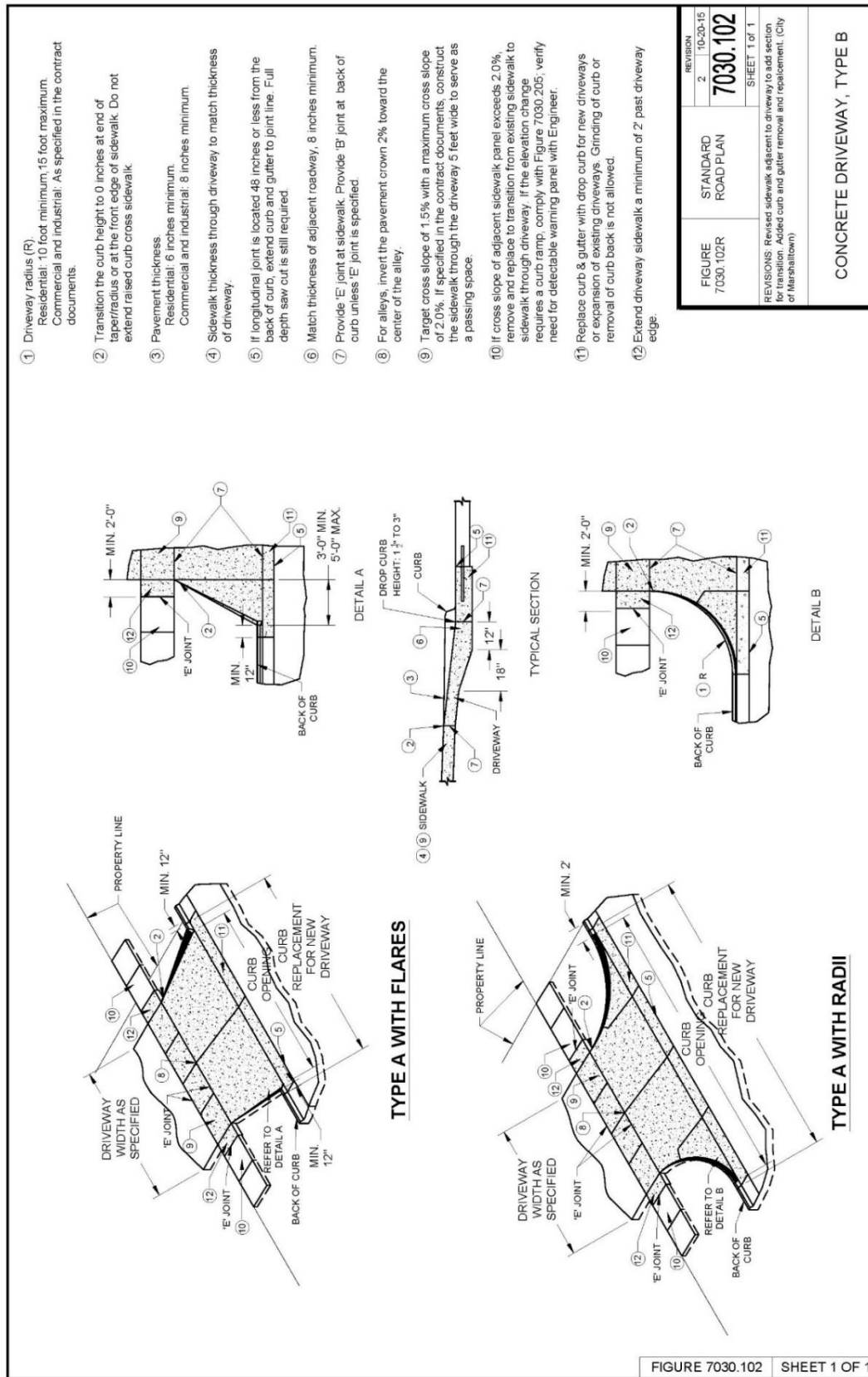
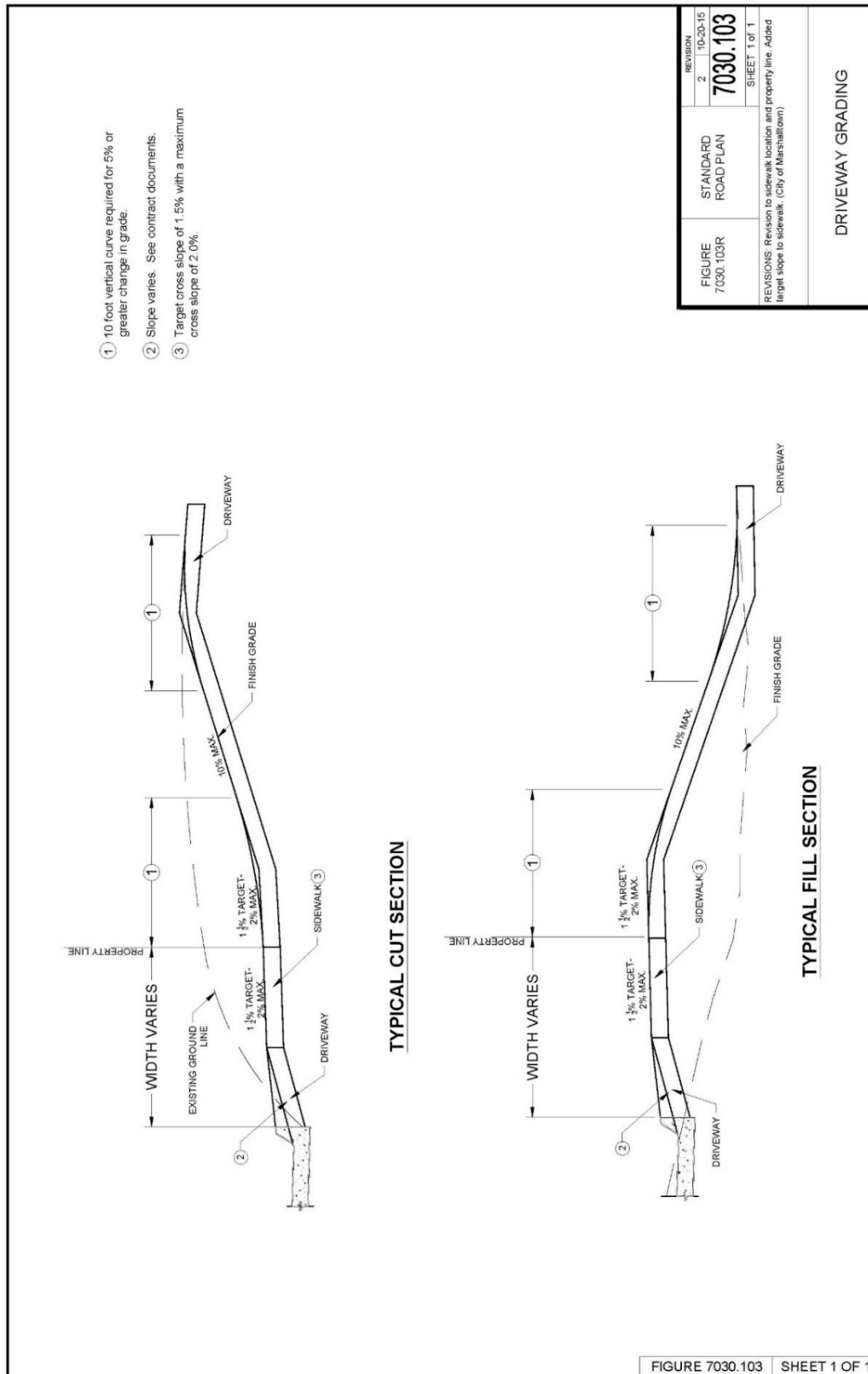
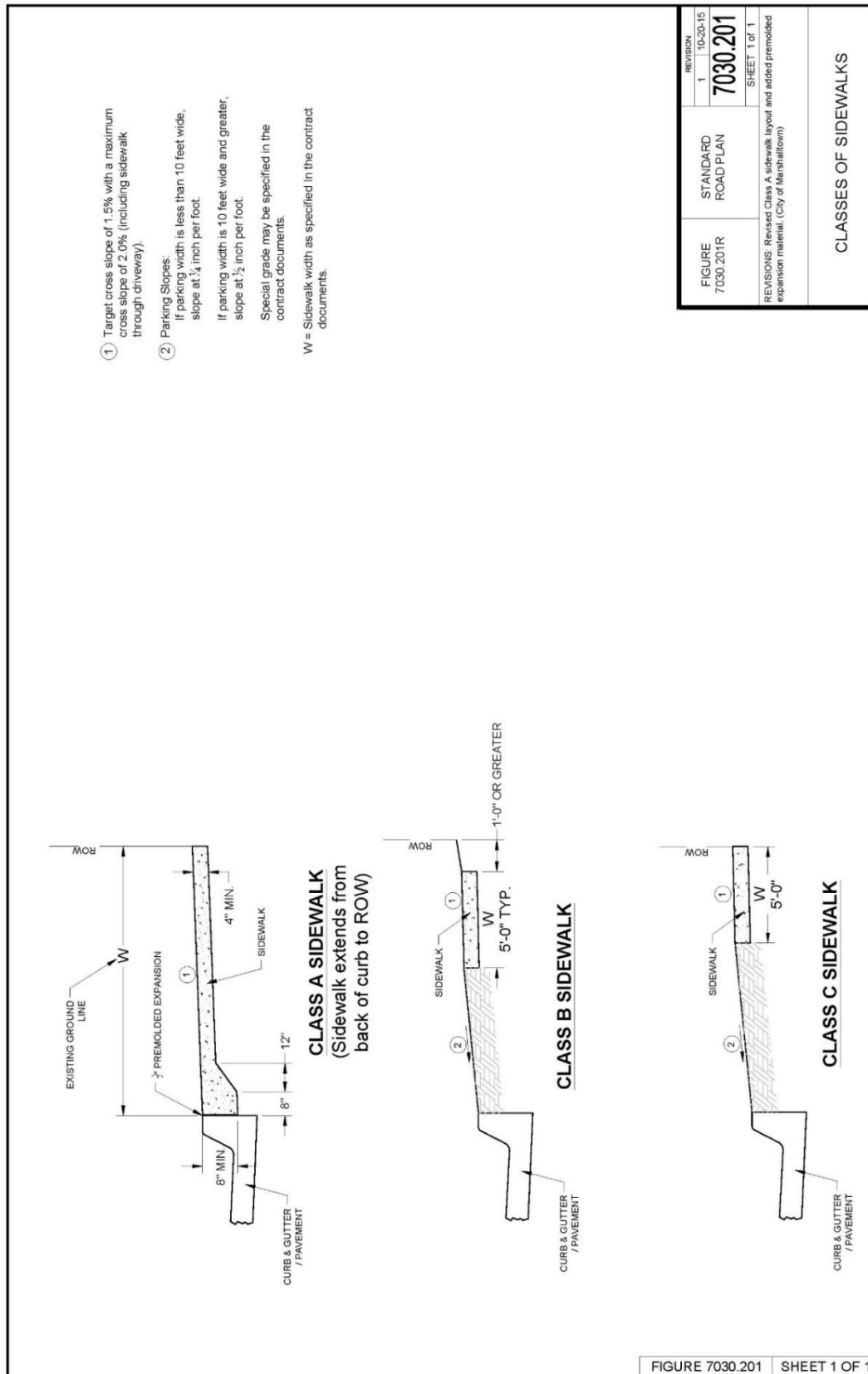
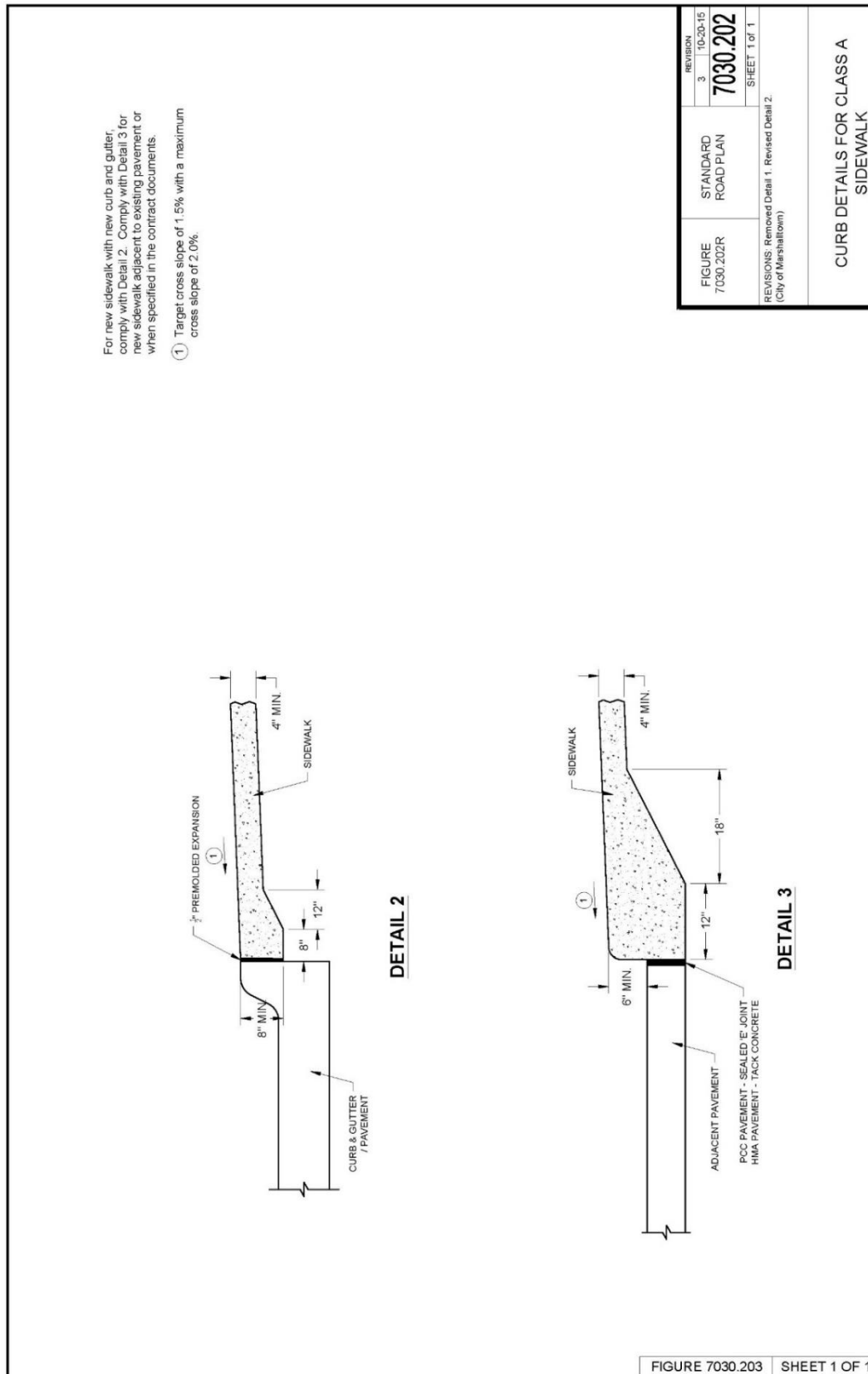


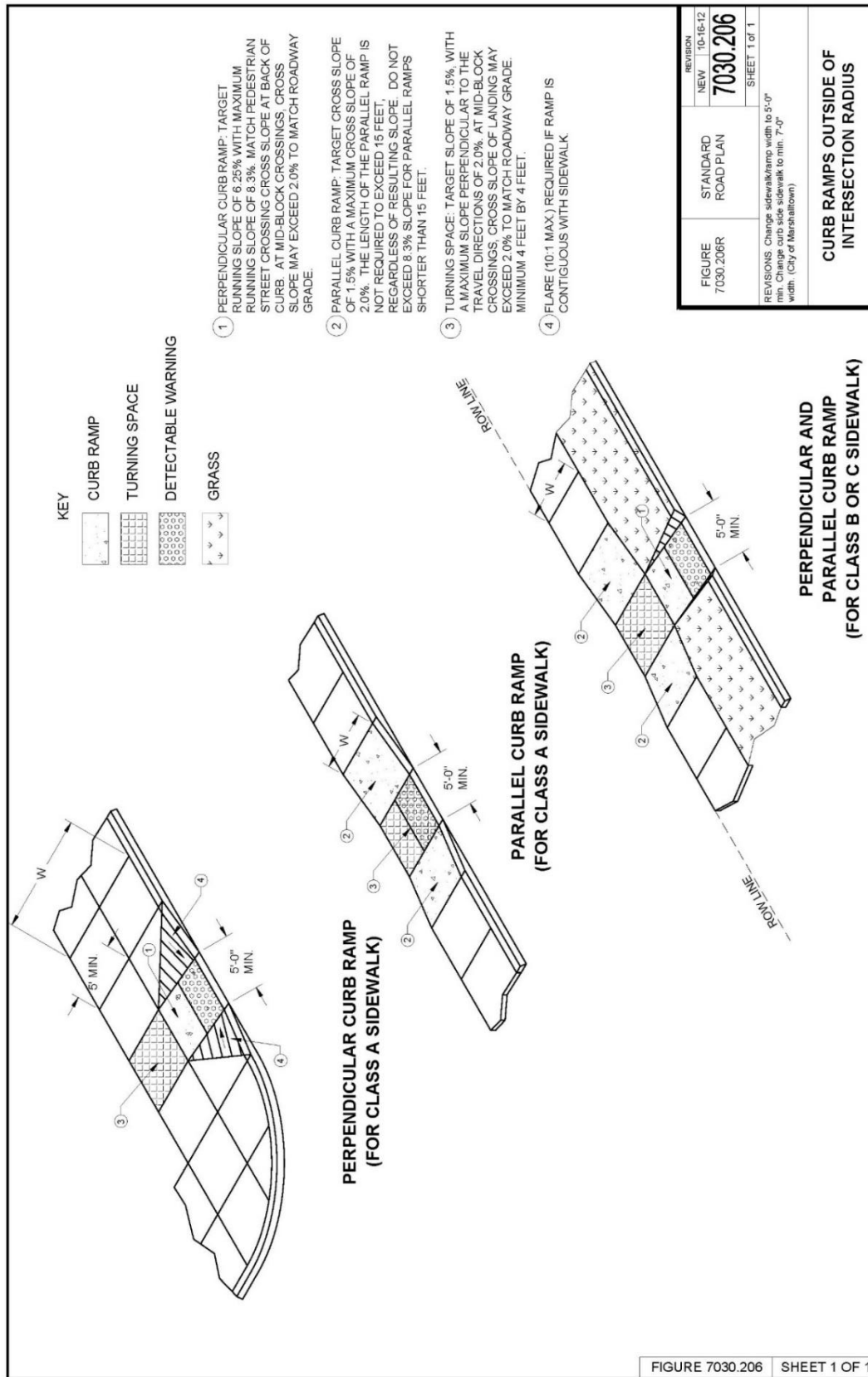
FIGURE 7030.101 SHEET 1 OF 1

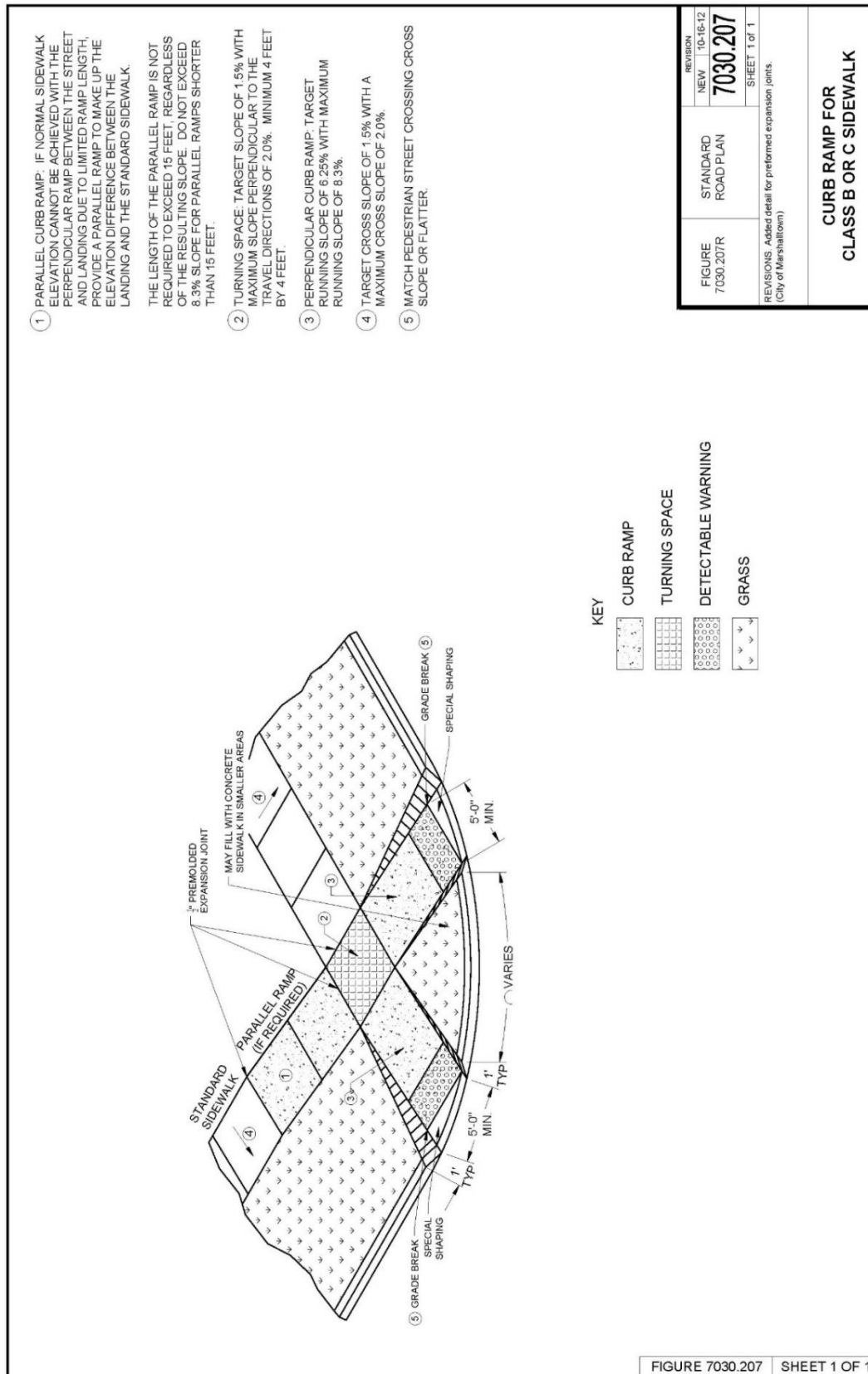












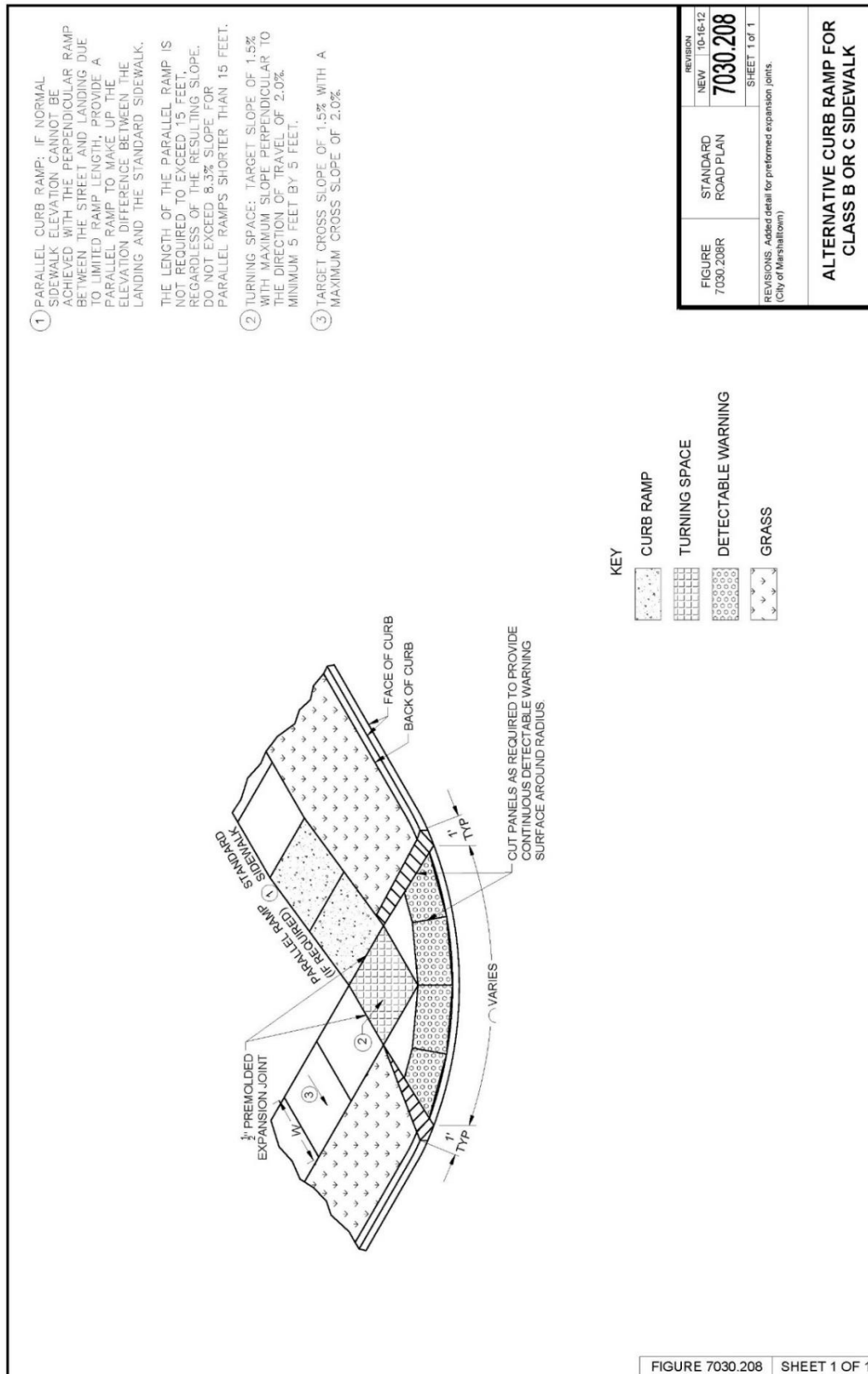
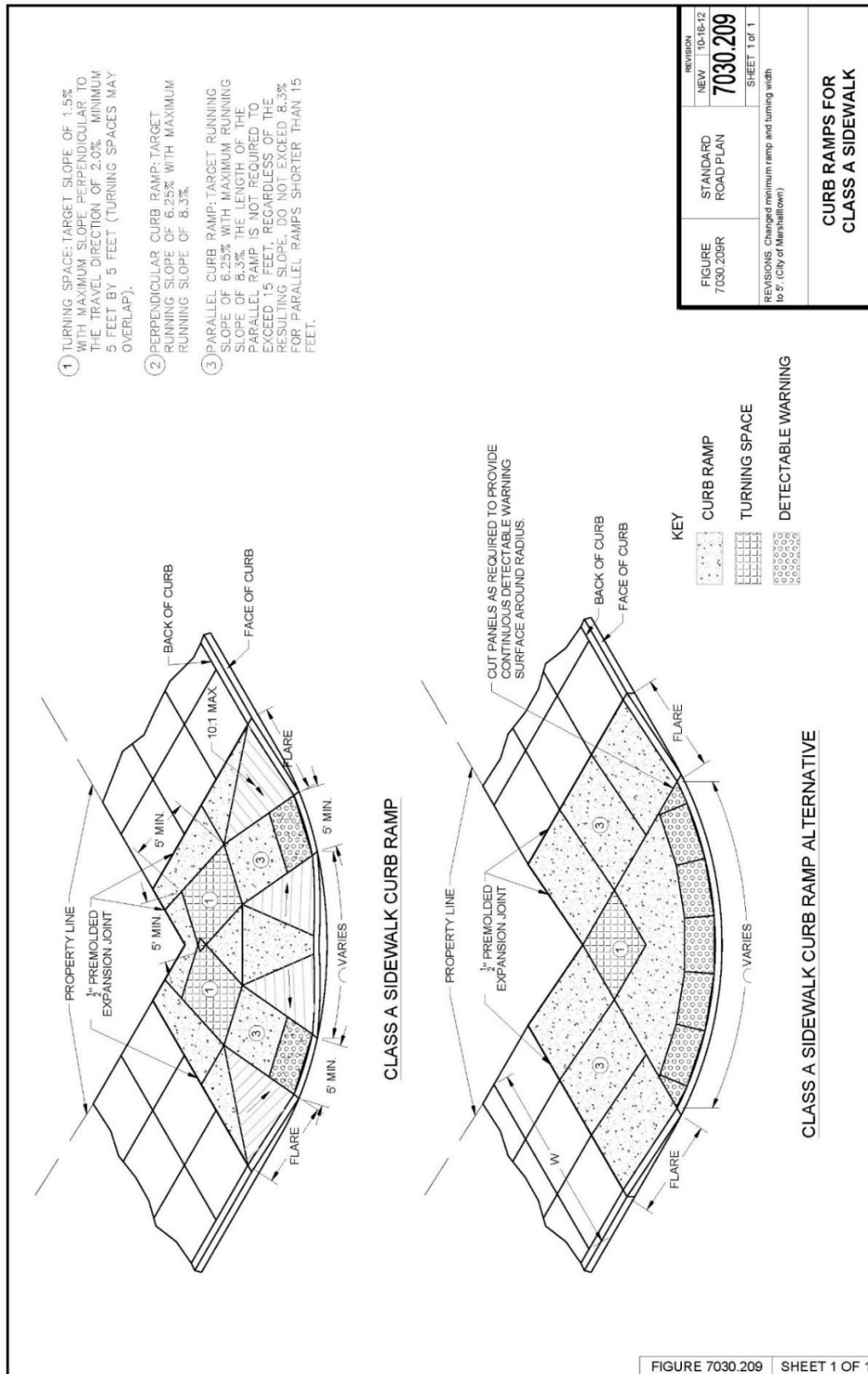


FIGURE 7030.208R	STANDARD ROAD PLAN	REVISION NEW 10-16-12
		7030.208
REVISIONS: Added detail for preformed expansion joints. (City of Marshalltown)		SHEET 1 of 1
ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK		



SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) 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. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) 2 (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement. Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement.

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD), Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

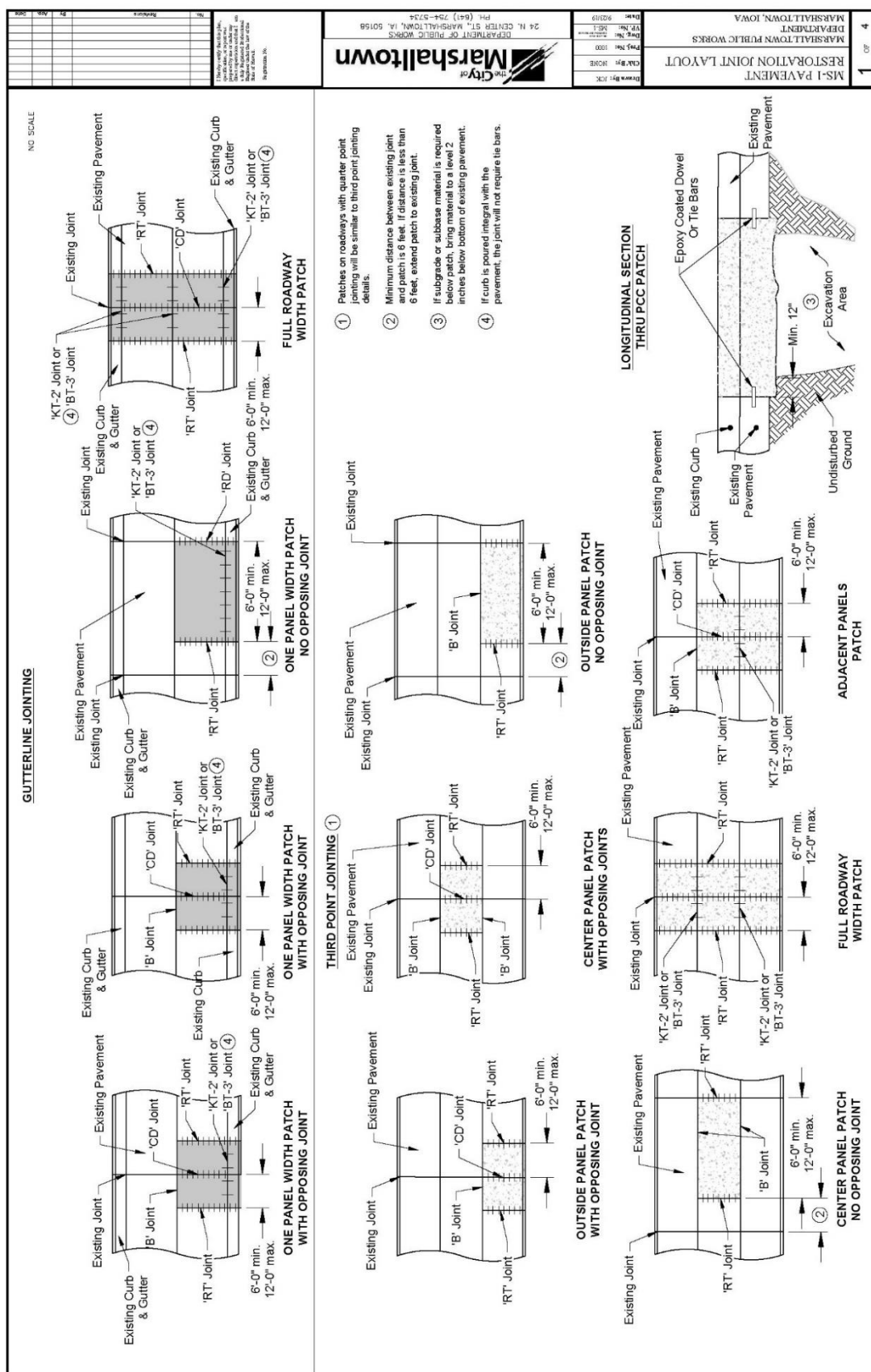
B. MS-3 Manhole Boxout Details

C. MS-4 Pavement Restoration Details

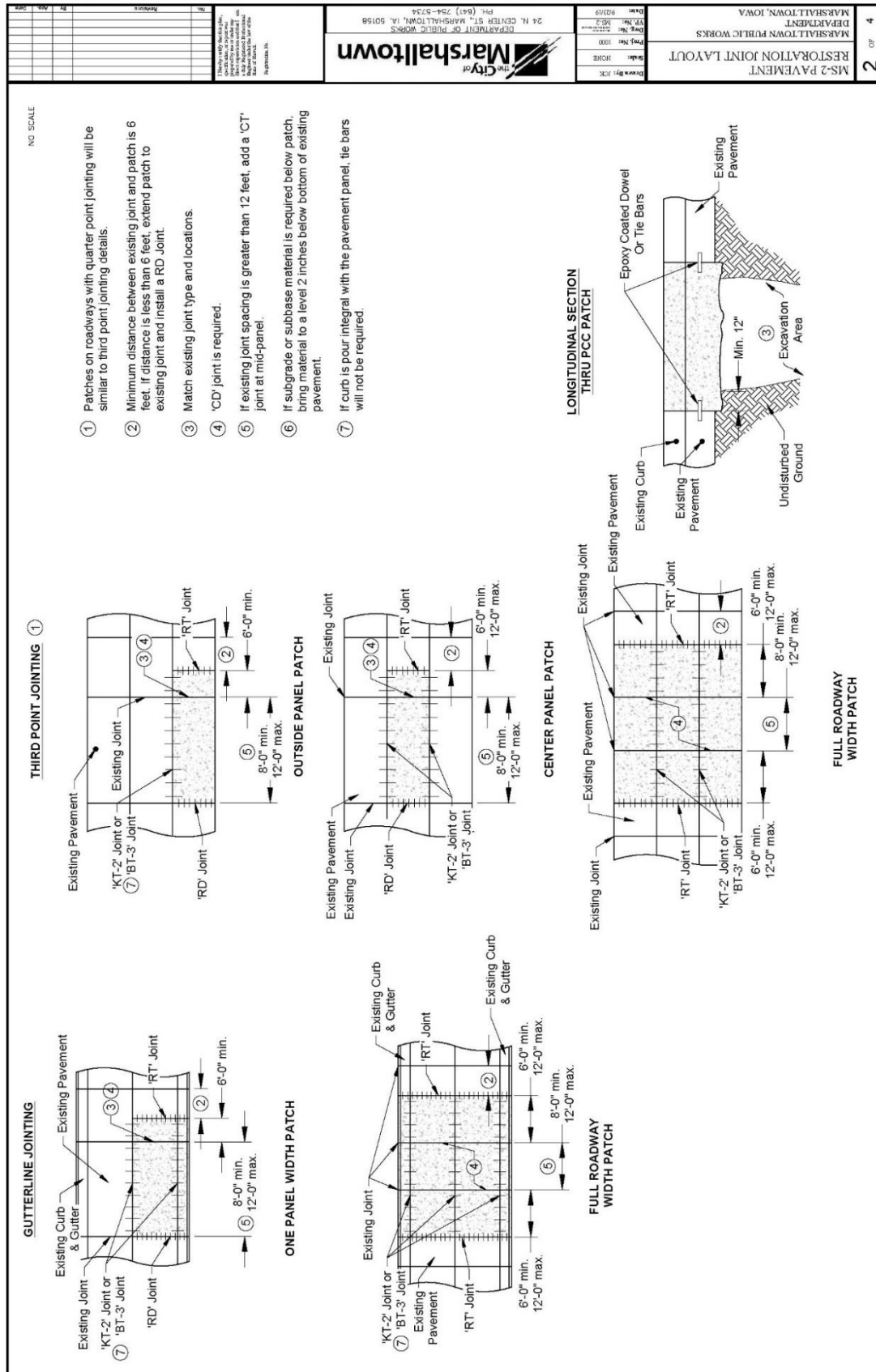
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

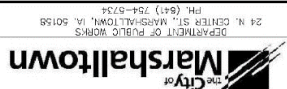
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

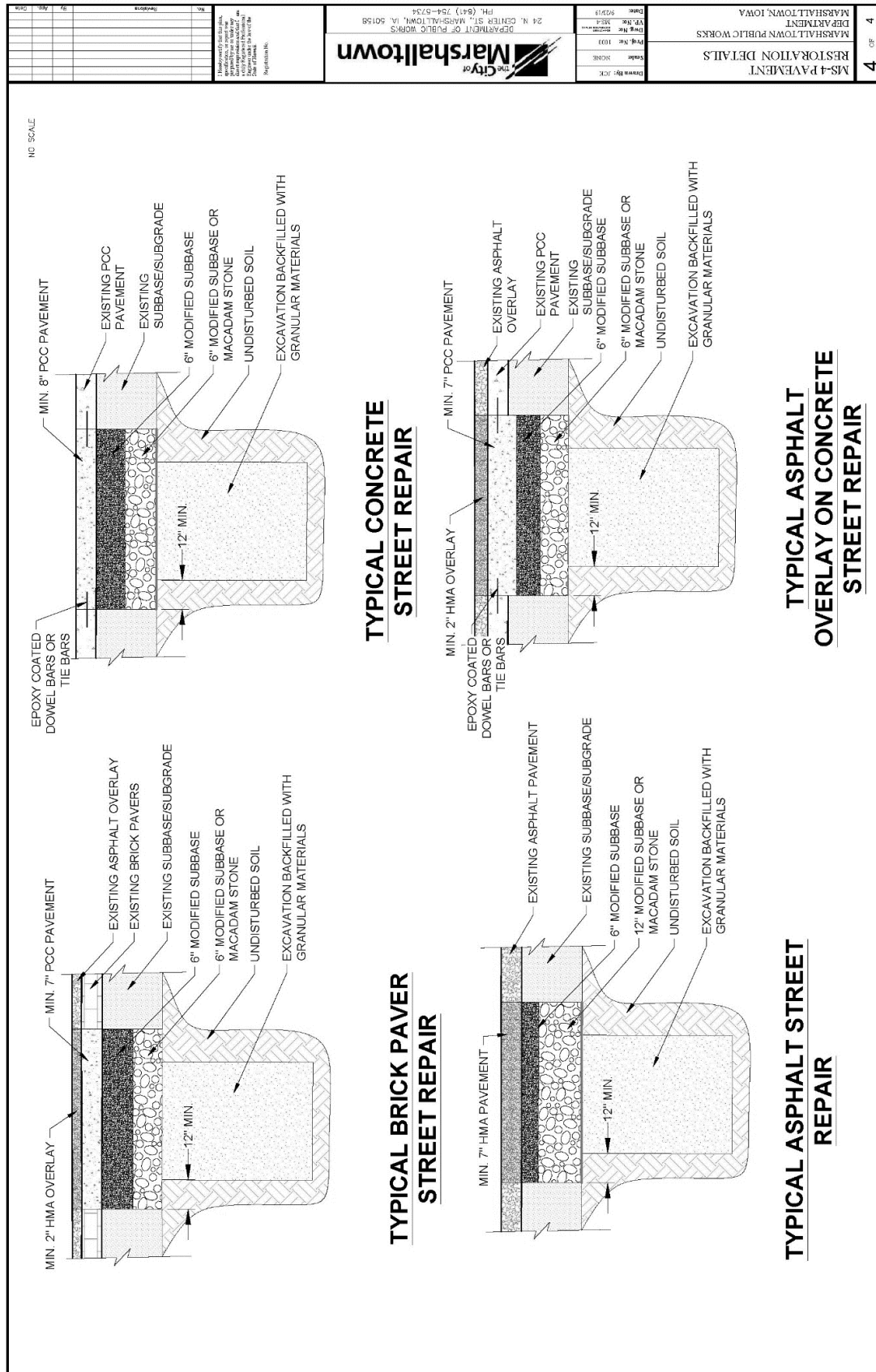
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long



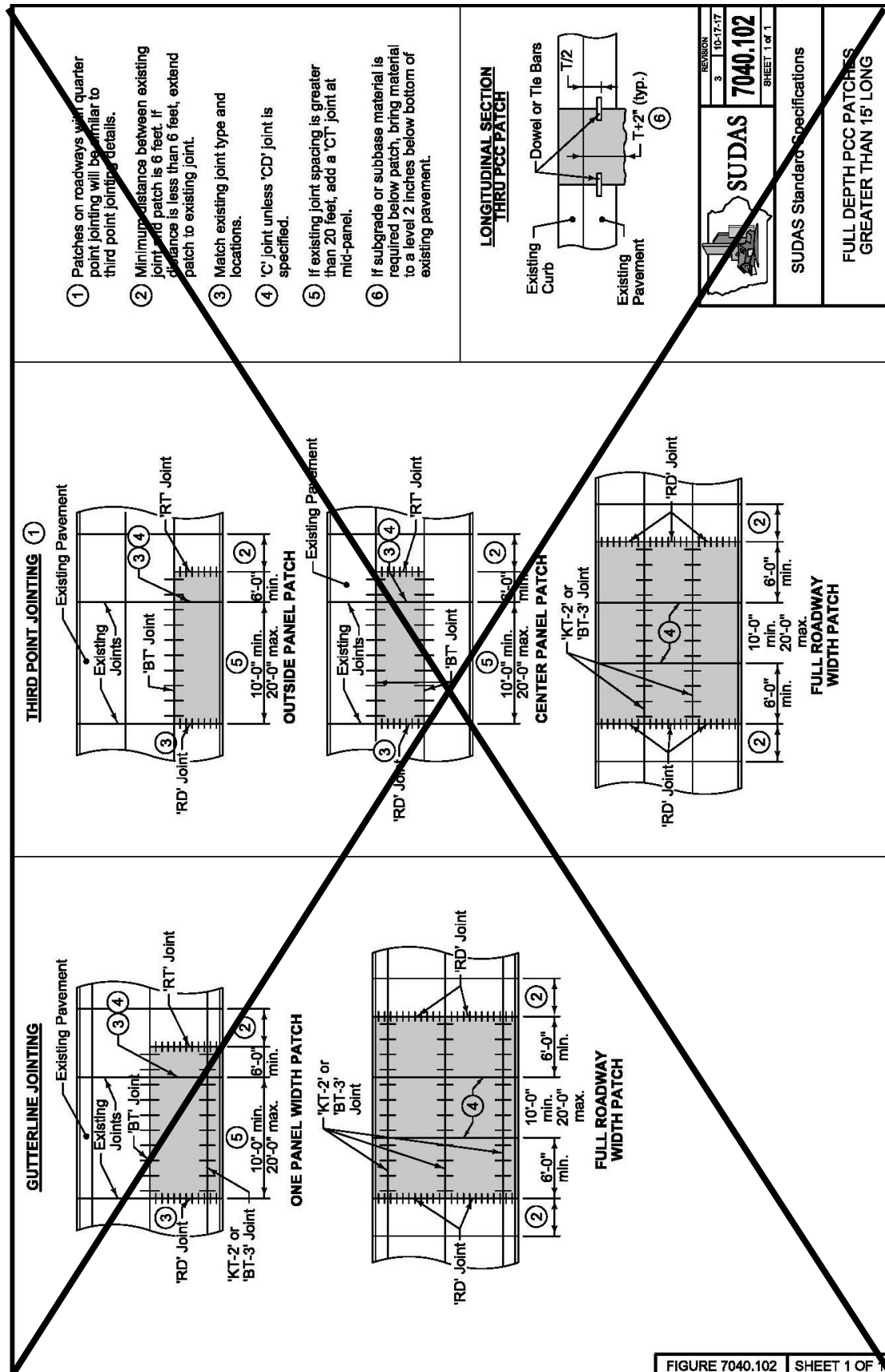
City of Marshalltown Supplementary Conditions to the Statewide Urban Design and Specifications (SUDAS)











SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. (ADD) Bituminous Material Fog Seal: Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 3 - EXECUTION

3.01 EQUIPMENT

C. Brooms: A power-driven (DELETE) ~~rotary or~~ pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD), in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.07 SPECIAL REQUIREMENTS

B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.06 SCHEDULING AND CONFLICTS

B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. **Painted Pavement Markings:**

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.
- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

- 1.04 through 1.06:** (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

- 1.03 through 1.06:** (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) "Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications"

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24" of elevation. Geogrid shall conform to the manufacturer's requirements and be installed according to the manufacturer's requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

12TH AVENUE SIDEWALK

PROJECT NO. TRL-19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 12TH AVENUE SIDEWALK 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 **12th day of October, 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 number TRL-19002, the 12TH AVENUE SIDEWALK 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 **20th day of October, 2020** for the construction of the 12TH AVENUE SIDEWALK as described in the plans and specifications for Project No. TRL-19002, and which will be opened, read, and tabulated by the City Engineer or his designate via a Go To meeting at that time. A link to the Go To meeting will be available on the Marshalltown Bidding website, listed herein. Bids will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers at 5:30 p.m. on the 26th day of October, 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 12TH AVENUE SIDEWALK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. TRL-19002. **The project includes the following:**

2,382 SY of PCC Sidewalk, 274 SY of PCC Street Pavement, 2,186 SY of PCC Driveway, 26 CY of Combined PCC Retaining Wall / Sidewalk, 4 Each of Pedestrian Crossing Solar Powered LED Signs, 1 Fence Relocation, Tree Removal, Stump Grinding, and miscellaneous appurtenant work usually associated with a sidewalk improvement project.

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

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. 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 \$150 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 28th day of September, 2020.

Owner:	<u>City of Marshalltown</u>
By:	<u>Alicia Hunter</u>
Title:	<u>City Clerk</u>

SET DATE FOR HEARINGS ON
AMENDMENTS TO SERIES 2019 G.O.
BOND ISSUANCE RESOLUTION

422742-38

Marshalltown, Iowa

September 28, 2020

The City Council of the City of Marshalltown, Iowa, met on September 28, 2020, at 5:30 p.m., at the Council Chambers. The Mayor presided and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced a resolution hereinafter next set out, setting a date for public hearings on amendments to a general obligation bond issuance resolution, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Setting date for public hearings on amendments to 2019 General Obligation
Corporate Purpose and Refunding Bond Issuance Resolution

WHEREAS, pursuant to the provisions of Chapter 384 of the Code of Iowa, on November 25, 2019, the City Council of the City of Marshalltown, Iowa (the “City”), adopted Resolution No. 2019-312 (the “Bond Issuance Resolution”), which authorized the issuance of general obligation bonds (the “Series 2019 Bonds”) in the amount of \$8,830,000, for the purpose of paying the cost, to that extent, of constructing public improvements and refunding outstanding debt; and

WHEREAS, it has been reported that proceeds from the issuance of the Series 2019 Bonds remain (the “Remaining Bond Proceeds”) after the original projects have been completed or funds have been obligated; and

WHEREAS, it has been proposed that the Council take action to amend the Bond Issuance Resolution in order to make it possible to spend up to \$300,000 of the Remaining Bond Proceeds on the Veterans Memorial Coliseum construction project, up to \$250,000 for trail repaving and up to \$250,000 for the City’s Dangerous and Dilapidated Buildings Program; and

WHEREAS, before amending the Bond Issuance Resolution, it is necessary for the City Council to fix a date of meeting at which it is proposed to take action to amend the Bond Issuance Resolution and to give notice thereof as required by law;

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

Section 1. This Council shall meet on October 12, 2020, at the Council Chambers, at 5:30 p.m., at which time and place three hearings will be held and proceedings will be instituted and action taken to amend the Bond Issuance Resolution.

Section 2. The City Clerk is hereby directed to give notice of the hearing on an amendment to the Bond Issuance Resolution related to spending not to exceed \$300,000 of the Remaining Bond Proceeds on the Veterans Memorial Coliseum construction project, including the time when and place where the said meeting will be held, by publication at least once and not less than ten nor more than twenty days before the meeting, in a legal newspaper of general circulation in the City.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE
RESOLUTION (COLISEUM PROJECT)

The City Council of the City of Marshalltown, Iowa, will meet on October 12, 2020 at 5:30 p.m., for the purpose of holding a public hearing on an amendment to a general obligation bond issuance resolution dated November 25, 2019 (the “Bond Issuance Resolution”), for the purpose of authorizing the use of remaining bond proceeds in an amount not to exceed \$300,000 for the Veterans Memorial Coliseum construction project.

The amendment to the Bond Issuance Resolution is proposed to be approved pursuant to authority contained in Chapter 384 of the Code of Iowa, and the amendment will constitute a general obligation of the City.

At any time before the date of the hearing, a petition may be filed with the City Clerk asking that the question of amending the Bond Issuance Resolution be submitted to the registered voters of the City. At the time and place of the hearing, oral or written objections may be filed or made to the proposal to amend the Bond Issuance Resolution. After the hearing, if no petition has been filed, the Council may take action to amend the Bond Issuance Resolution, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the hearing on an amendment to the Bond Issuance Resolution related to spending not to exceed \$250,000 of the Remaining Bond Proceeds on repaving trails, including the time when and place where the said meeting will be held, by publication at least once and not less than ten nor more than twenty days before the meeting, in a legal newspaper of general circulation in the City.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE
RESOLUTION (REPAVING TRAILS)

The City Council of the City of Marshalltown, Iowa, will meet on October 12, 2020 at 5:30 p.m., for the purpose of holding a public hearing on an amendment to a general obligation bond issuance resolution dated November 25, 2019 (the “Bond Issuance Resolution”), for the purpose of authorizing the use of remaining bond proceeds in an amount not to exceed \$250,000 for repaving trails.

The amendment to the Bond Issuance Resolution is proposed to be approved pursuant to authority contained in Chapter 384 of the Code of Iowa, and the amendment will constitute a general obligation of the City.

At any time before the date of the hearing, a petition may be filed with the City Clerk asking that the question of amending the Bond Issuance Resolution be submitted to the registered voters of the City. At the time and place of the hearing, oral or written objections may be filed or made to the proposal to amend the Bond Issuance Resolution. After the hearing, if no petition has been filed, the Council may take action to amend the Bond Issuance Resolution, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 4. The City Clerk is hereby directed to give notice of the hearing on an amendment to the Bond Issuance Resolution related to spending not to exceed \$250,000 of the Remaining Bond Proceeds on the City's Dangerous and Dilapidated Buildings Program, including the time when and place where the said meeting will be held, by publication at least once and not less than four nor more than twenty days before the meeting, in a legal newspaper of general circulation in the City.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE
RESOLUTION (DANGEROUS BUILDINGS)

The City Council of the City of Marshalltown, Iowa, will meet on October 12, 2020 at 5:30 p.m., for the purpose of holding a public hearing on an amendment to a general obligation bond issuance resolution dated November 25, 2019 (the “Bond Issuance Resolution”), for the purpose of authorizing the use of remaining bond proceeds in an amount not to exceed \$250,000 for the City’s Dangerous and Dilapidated Buildings Program.

The amendment to the Bond Issuance Resolution is proposed to be approved pursuant to authority contained in Chapter 384 of the Code of Iowa, and the amendment will constitute a general obligation of the City.

At the time and place of the hearing, oral or written objections may be filed or made to the proposal to amend the Bond Issuance Resolution. After the hearing, the Council may take action to amend the Bond Issuance Resolution, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 28, 2020.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the Council's proposal to take action in connection with amending a bond issuance resolution, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

STATE OF IOWA

SS:

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to amend a bond issuance resolution, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavits, which newspaper is of general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

September 23, 2020

Alicia Hunter
City Clerk/City Hall
24 N. Center Street
Marshalltown, Iowa 50158

Re: 2020 Amendment to Series 2019 General Obligation Bond Issuance Resolution
Our file 422742-38

Dear Alicia:

In response to a request from Jessica Kinser, I have prepared the enclosed resolution that may be adopted by your City Council on September 28 for the purpose of setting October 12 as the date for three hearings on amendments to the Series 2019 General Obligation Bond Issuance Resolution that was approved on November 25, 2019. The adoption of these amendments will make it possible for the City to spend proceeds remaining from the Series 2019 bond issue for the Veterans Memorial Coliseum project, repaving trails and the Dangerous and Dilapidated Buildings Program.

The notices of hearing for the Coliseum and trails that are part of the resolution must be published not less than ten days before October 12. The notice of hearing for the Dangerous Buildings Program must be published not less than four days before October 12. Please scan a copy of each of the published notices to me as soon as they appear in the newspaper.

Please return an executed copy of these materials to my office as soon as possible, and contact me if there are questions.

Yours truly,

Robert E. Josten

cc by email: Diana Steiner
Jessica Kinser

**RESOLUTION ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT
AGREEMENT FOR CATALYST BUILDING GRANT AND NEW
CONSTRUCTION INCENTIVE GRANT FROM GARRETT AND DANI
GOODMAN TO UNITED BANK AND TRUST**

WHEREAS, the City of Marshalltown approved Resolution 2020-084 on March 23, 2020, which set for the terms related to grant funds to Garrett and Dani Goodman (“Grantees”) for the construction of a new restaurant in the Marshalltown Central Business District; and

WHEREAS, the development agreement was amended by Resolution 2020-134 on May 11, 2020, to increase the total Catalyst Grant amount to \$250,000, while keeping the new construction incentive at \$50,000; and

WHEREAS, the Grantees have requested the amended Development Agreement be assigned to their financial institution, United Bank and Trust; and

WHEREAS, the development agreement states that an agreement can be assigned with the consent of each party;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the assignment of the development agreement is hereby consented to, and the Mayor is authorized to execute paperwork for that purpose.

Passed this 28th day of September, 2020 and signed this_____day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT

WHEREAS, Garrett and Dani Goodman (“Grantees”) and the City of Marshalltown (“Grantor”) entered into a Development Agreement on March 23, 2020, for the granting of Community Catalyst Building Remediation Grant funds and a New Construction Incentive; and

WHEREAS, the Grantor amended that agreement to increase the total funds to the Grantees on May 11, 2020; and

WHEREAS, the Grantees have requested the Grantor consent to an assignment of the Development Agreement to United Bank and Trust, the financial institution of the Grantees; and

WHEREAS, the Grantor has no reason to object to an assignment;

NOW THEREFORE BOTH PARTIES CONSET TO THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT TO UNITED BANK AND TRUST.

City of Marshalltown

Grantee

Joel Greer, Mayor

Garrett Goodman
Dani Goodman

Alicia Hunter, City Clerk

Sam Upah, United Bank & Trust

**RESOLUTION ACCEPTING THE ASSIGNMENT OF ECONOMIC DEVELOPMENT
TAX INCREMENT PAYMENTS FOR MARSHALLGAAM LODGING LLC TO
AVAILA BANK**

WHEREAS, the City of Marshalltown approved Resolution 2016-210 on October 24, 2016, which set the terms for the development agreement and tax increment payments for Hawkeye Hotels, LLC in connection with the construction of a hotel, which provided for certain economic development incentives in the form of incremental property tax payments; and

WHEREAS, Marshallgaam Lodging LLC (the “Developer”) and the City of Marshalltown, Iowa (“the City”) entered into a Development Agreement October 24, 2016; and

WHEREAS, the Developer has requested the City to consent to the payments assigned to the Developer be reassigned to a lender; and

WHEREAS, the administrative provisions of the Development Agreement allow the City to give permission that the Developer’s rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

WHEREAS, the City has no reason to object to the assignment to a lender; and

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the City gives its permission for Marshallgaam Lodging LLC to assign payments to Availa Bank, as security, without further action on the part of the City.

Passed this 28th day of September, 2020 and signed this_____day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS

Availa Bank (“the Bank”) and Marshallgaam Lodging LLC (“the Developer”),
agree as follows:

1. The City of Marshalltown, Iowa (the “City”) has established the Marshalltown Urban Renewal Area No. 3 (“Urban Renewal Area”) and has adopted a tax increment ordinance for the said Urban Renewal Area.

2. Developer and The City entered into a Development Agreement effective October 24, 2016 (the “Development Agreement”). The Development Agreement provides that Developer will redevelop property owned by the Developer as described in the Development Agreement by constructing a hotel on the property (the “Property”).

3. Paragraph “B” of the Development Agreement provides that the City agrees to make economic development tax increment payments (the “Economic Development Payments”) to the Developer in each fiscal year during the term of the agreement in an aggregated amount not to exceed \$1 million. The Economic Development Payments will be made on June 1 and December 1 of each fiscal year, beginning on the December 1 following the first receipt by the City of incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2016, and continuing for a total of 15 fiscal years or until such earlier time at which Economic Development Payments equal to \$1 million have been paid.

4. All conditions precedent to the obligation of the City to make the Economic Development Payments have been met, except for the ongoing obligation of the Developer to not be in breach of the Development Agreement.

5. The City made two semi-annual payments in FY 2020 totaling \$56,202.80 and 28 semi-annual payments remain to be made pursuant to the Agreement.

6. Developer does hereby irrevocably assign to the Bank the remaining Economic Development Payments and authorizes the City to make the remaining Economic Development Payments payable to the Bank and to forward the Economic Development Payments due directly to the Bank at the following address: Availa Bank, c/o Matthew D. Gronstal, Market President-Council Bluffs, 117 Pearl St, Council Bluffs, IA 51503.

7. Developer covenants and agrees it will comply with all representations, covenants and warranties, and perform all conditions and obligations of the Developer under the Development Agreement, and will not allow a default to occur which would result in the City discontinuing the Payments. The bank shall have no obligation to perform any of Developer's duties or obligations under the Agreement. This assignment shall not create any further obligations for the City. The City's obligation to make the Payments described herein shall be pursuant to the terms and conditions of the Development Agreement.

8. Paragraph C(1) provides that the City gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

Marshallgaam Lodging LLC

Dated: _____

By: _____

Name: _____

Title: Manager

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____,
by _____ as Manager of Marshallgaam Lodging LLC.

Signature of Notary Public

Availa Bank

Dated: _____

By: _____

Name: Matthew D. Gronstal

Title: Market President-Council Bluffs

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____,
by Matthew D. Gronstal as Market President-Council Bluffs.

Signature of Notary Public

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Marshallgaam Lodging, LLC, LLC (the "Developer") as of the 24th day of October, 2016.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property in the Urban Renewal Area upon which it will construct a hotel facility (the "Project"), which property is described as follows:

A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 42.16' ALONG THE ARC OF A 35.50' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.73' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.39' ALONG THE ARC OF A 59.50' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.36' ALONG SAID SOUTH RIGHT OF WAY; THENCE S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Property"); and

WHEREAS, the Developer has requested tax increment financing assistance in recognition of the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees to construct the Project in substantial accordance with the description contained in Exhibit A to this Agreement and to appropriately maintain the Project throughout the term of this Agreement.

2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

1. In recognition of the Developer's obligations set out above, and subject to the Developer remaining in compliance with those obligations, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,000,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the December 1 following the first receipt by the City of incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2016 (the "Incremental Property Tax Revenues"), and continuing for a total of fifteen fiscal years, or until such earlier time at which Payments equal to \$1,000,000 have been made. For example, if an increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2017, the first Payment will be made on December 1, 2018.

Each Payment shall be in an amount which is equal to 66% of the Incremental Property Tax Revenues received by the City with respect to the incremental valuation added by the Project during the six months immediately preceding each Payment date.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, township, area college) times the incremental valuation added to the Property by the Project, then subtracting (1) debt service levies of all taxing jurisdictions, (2) the school district physical plant and equipment levy, (3) the school district instructional support levy and (4) any other levies which are or may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Marshall County Treasurer which are attributable to the incremental valuation added to the Property by the Project.

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments as debt payable from incremental property tax revenues under this Agreement.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: James L. Lawrence
Mayor

Attest:

Mari L. Conner
City Clerk

Marshallgaam Lodging, LLC

By: B. Patel

Name: Balvant Patel

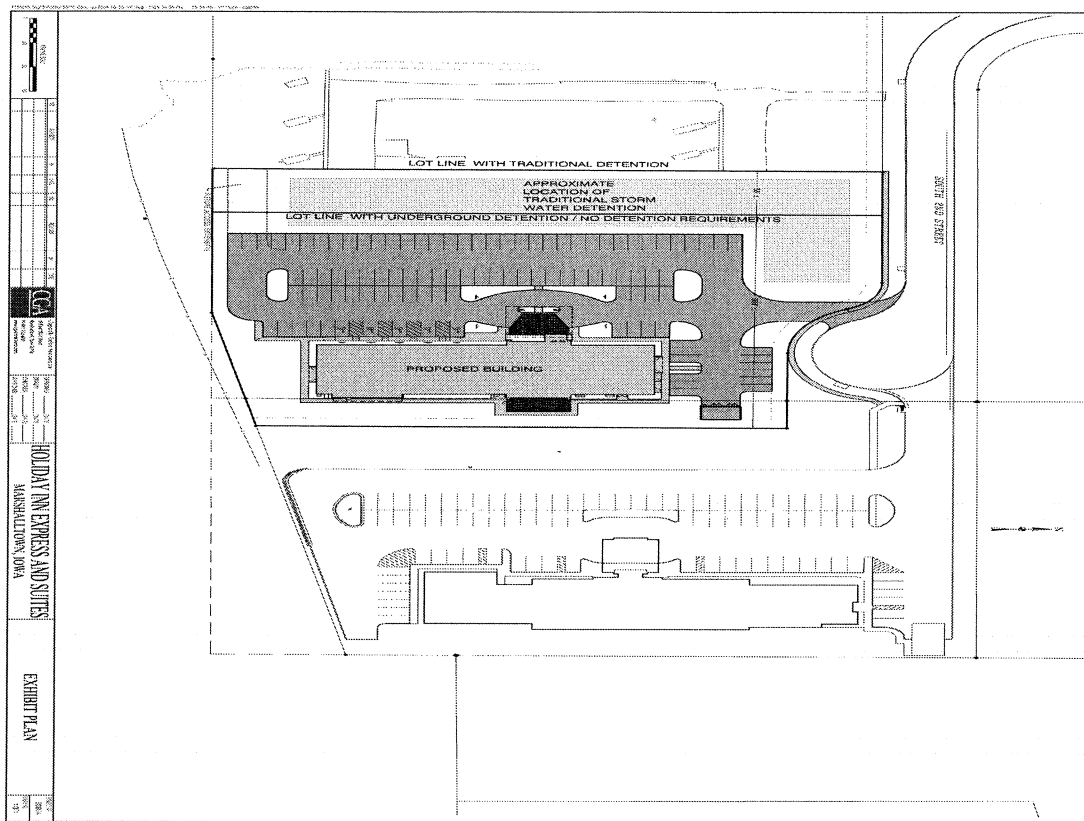
Title: Manager

EXHIBIT A

Description:

Hawkeye Hotels is proposing a 93 room, \$8,000,000 (estimated) 4-story Holiday Inn Express in Marshalltown, IA at the intersection of Iowa Avenue W and South 2nd Street. Holiday Inn Express is a mid-priced hotel chain within the Intercontinental Hotel Group (IHG) with over 2400 locations around the globe. Some of the amenities that the project will include; an exercise room, complimentary breakfast, an indoor pool and a business center. This brand caters to both leisure and corporate clientele.

Hawkeye agrees to construct the project in accordance with all building and site development requirements per the code of Marshalltown, IA; including the storm water detention requirements dictated under the new storm water management ordinance implemented in 2014 per requirements of the Department of Natural Resource as depicted in exhibit A.



**RESOLUTION APPROVING THE PURCHASE OF A 2020 DODGE PICKUP
FROM MCGRATH DODGE**

WHEREAS, the City of Marshalltown, in the Capital Improvement Plan, approved the purchase of a one-half ton pickup truck; and

WHEREAS, the Fire Department has reviewed the State of Iowa Vehicle Purchasing Contract and available inventory; and

WHEREAS, the Fire Department has located a suitable vehicle for purchase at McGrath Dodge for the price of \$24,112 to replace a staff vehicle destroyed in the 2020 Derecho event; and

WHEREAS, the Council has found this agreement to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted;

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The City of Marshalltown, Iowa authorizes the purchase of a 2020 Dodge Pickup from McGrath Dodge at a cost of \$24,112.

Section 2. This Resolution is in full force and effect from and after its passage.

Passed this 28th day of September, 2020, and signed this____day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF
COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE
EDGEWOOD EXTENSION AND FLOOD MITIGATION PROJECT IN THE
AMOUNT OF \$2,956,849**

WHEREAS, the City of Marshalltown applied for 2018 Disaster Supplemental from the U.S. Department of Commerce Economic Development Administration for the support of the Edgewood Extension and Flood Mitigation project; and

WHEREAS, the Economic Development Administration has awarded the City a grant for \$2,956,849;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the grant is hereby accepted, and the Mayor is hereby authorized to execute all documents to accept the grant funding.

Passed this 28th day of September, 2020, and signed this _____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

☒ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

05-79-05973 URI:114439

RECIPIENT NAME

City of Marshalltown

PERIOD OF PERFORMANCE

September 16, 2020 - March 15, 2025

STREET ADDRESS

24 N Center Street

FEDERAL SHARE OF COST

\$ 2,956,849

CITY, STATE, ZIP CODE

Marshalltown, Iowa 50158-4911

RECIPIENT SHARE OF COST

\$ 2,051,761

AUTHORITY

Public Works and Economic Development Act of 1965, as amended (42 U.S.C.

TOTAL ESTIMATED COST

\$ 5,008,610

CFDA NO. AND NAME

11.307 Economic Adjustment Assistance 2019 Disaster Supplemental Funding

PROJECT TITLE

Edgewood Street Extension and Flood Mitigation

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS☐ R & D AWARD☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE☒ SPECIFIC AWARD CONDITIONS☒ LINE ITEM BUDGET☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.☒ OTHER(S): EDA Construction Standard Terms and Conditions - effective 2-12-2016; andCompliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Angela B. Martinez, Regional Director

ANGELA MARTINEZ

Digitally signed by
ANGELA MARTINEZ

DATE

09/16/20

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Joel Greer, Mayor

DATE

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

DISASTER CONSTRUCTION PROJECTS: Economic Adjustment Assistance Program as authorized by Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

Project Title: Edgewood Street Extension and Flood Mitigation	
Recipients Name: City of Marshalltown, IA	Project Number: 05-79-05973

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project consists of extending Edgewood Street (approximately 1,720 feet) and N. 8th Avenue (approximately 1,540 feet) with new infrastructure (water, sewer, storm sewer) in the City of Marshalltown, Iowa.

2. The Authorized Representative's name, title, address, and telephone number are:

The Honorable Joel Greer City of Marshalltown 641-754-5799	Mayor 24 N. Center Street Marshalltown, IA 50158
--	--

The Point of Contact's name, title, address, and telephone number are:

Jessica Kinser City of Marshalltown 641-754-5799 jkinser@marshalltown-ia.gov	City Administrator 24 N. Center Street Marshalltown, IA 50158
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The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Angela B. Martinez Regional Director 303-844-3909 AMartinez@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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The Federal Program Officer oversees the programmatic aspects of this Award. The Federal Program Officer is:

Cindy Edwards Area Director 303-844-5360 cedwards@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
--	--

The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Veronica Jacobson 303-844-4703 vjacobson@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
---	--

3. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- A Recipient's final completed Application including subsequently submitted documents (this item not enclosed in this Award package);

Should there be a conflict between the above referenced documents and the Specific Award Conditions (this document), the Specific Award Conditions, including any attachments, shall prevail.

4. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project Development Time Schedule:

Item	Due Date
Date of Award	September 16, 2020
Return of executed <i>Financial Assistance Award</i> (Form CD-450)	no later than 30 calendar days after receipt of Form CD-450
Start of Construction no later than 24 Months from Date of Award	September 16, 2022
Construction Completed no later than 48 Months from Date of Award	September 16, 2024
Authorized Award End Date 54 Months from Date of Award	March 15, 2025
Submission of final reports, including <i>Federal Financial Report</i> (Form SF-425)	no later than 90 calendar days from the Authorized Award End Date

Project Closeout – All Project closeout documents, including any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342, as applicable.

5. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. **AWARD DISBURSEMENTS: Reimbursable basis only:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs. The “*Request for Reimbursement*” (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the Form SF-3881, “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA's Accounting Office, by FAX to 301-528-3675 (*FAX is required to secure confidentiality of sensitive information*). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. *Project Progress Reports*: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 15 days following the end of the quarterly period.
- b. *Financial Reports*: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than 30 days following the end of the semiannual reporting period. Form SF-425 (and instructions for completing this form) is available at:
<https://www.gsa.gov/portal/forms/download/149786>.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the

information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

6. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable requirements set forth in 2 C.F.R. part 200, after Final Financial Documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 2 C.F.R. § 200.43). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or subsequently executed Form CD-451. The Federal Share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any.

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$2,956,849
Non-Federal Matching Share	\$2,051,761
Total Project Cost	\$5,008,610

- B. Under the terms of this Award, the total approved **Line Item Budget** is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$20,000	\$20,000
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$0	\$0
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$0	\$0
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$4,751,057	\$4,751,057
Equipment	\$0	\$0
Contingencies	\$237,553	\$237,553
Total Project Costs	\$5,008,610	\$5,008,610

7. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.

8. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
 - EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.
9. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 4 above.

10. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

11. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the regulations at 2 C.F.R. §§200.317 through 200.326, as applicable.
12. **BUY AMERICAN:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*,” the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.
13. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, long term leases, easements, state or local government permits or other items necessary for the completion of the project in accordance with 13 C.F.R. § 314.7.
14. **USEFUL LIFE:** The Estimated Useful Life of this project is hereby determined to be 20 years from the date of Award.
15. **HISTORICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer (SHPO) and EDA and follow the SHPO’s instructions for the preservation of resources.
16. **AGENCY CONSULTATION SHPO:** Prior to EDA’s approval of the bid documents, consultations must be completed with the Iowa State Historic Preservation Office (SHPO). Any mitigation measures from the agency consultations will be added to the EDA award and

National Environmental Policy Act (NEPA) documentation. No ground disturbing activity is permitted until the consultations are complete and approved by the Denver Regional Environmental Officer.

17. **ENVIRONMENTAL PERMITS:** Prior to EDA’s approval of bid documents, the Recipient shall provide documentation satisfactory to EDA that the permits listed below have been obtained or that the bid documents include language requiring the contractor to obtain the permits prior to the start of construction. If the contractor obtains the permits, then prior to initial disbursement of any construction costs, the Recipient shall provide EDA with satisfactory documentation that the permits have been obtained.

- National Pollutant Discharge Elimination System (NPDES)

18. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any Award disbursement, must submit to EDA for approval a Project Administration Service Agreement for project administration services charged against the Award.

19. **UPDATES TO GUIDANCE FOR GRANTS AND AGREEMENTS:** This award incorporates by reference updates to OMB Guidance for Grants and Agreements at 2 CFR § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment) and 2 CFR § 200.340 (Termination), effective as of August 13, 2020 (85 FR 49506) and available at: <https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-grantsand-agreements>.

20. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

21. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an

EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

22. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training PowerPoint entitled "Compliance with EDA Disaster Assistance Program Requirements" and return the signed Certificate of Training Completion (page 38 of the training) to EDA along with the signed CD-450 within 30 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

23. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:**

A. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section

872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 - (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (d) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
14-16 E. MAIN STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the “Façade Improvement Program”) and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 14-16 E. Main St., which are occupied by Northwestern Mutual and CGA Engineers, and owned by Matt Garber, for tuckpointing, paint, and stucco repair; and

WHEREAS, the property owner(s) or business tenant(s) who will make at least \$5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500 for a 1 story structure or \$12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of \$17,000 so 25% would be \$4,250; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$4,250 for the reimbursement to Matt Garber for the facade improvement at 14-16 E. Main Street.

PASSED this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

September 23, 2020

Dear Mayor and Councilors,

I am writing this to submit a Façade Incentive Grant request, on behalf of Matt Garber, the owner of 14 -16 E. Main St, which are occupied by Northwestern Mutual and CGA Engineers. Matt has plans to improve the façade of his buildings by having the Main Street facing wall tuckpointed, minor stucco repair, and the building repainted. These enhancements will compliment the center block of our downtown district, that is directly across from our historic courthouse.

The Downtown Incentive Committee had discussion on September 23, regarding this request. The request is as follows:

Paint & Stucco Repair	\$ 6,650.00
Tuckpointing	<u>\$10,350.00</u>
Total	\$17,000.00 x 25% Reimbursement = \$4,250.00 Grant Request

This request complies with the Façade Incentive Grant guidelines. Committee member Doug Husak was not available for the discussion. Committee member Joe Roenfelt did not participate in the discussion due to a conflict of interest. Committee members, Diana Steiner and Deb Millizer recommend to approve this request.

Without the commitment and action from Council, Marshalltown's advancement would become stagnant. Thank you for keeping the good of our community in the forefront of your minds.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/City representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City



Signature of Applicant

9-17-20

Date

SAME

Signature of Owner

Date

Return to:
Marshalltown Central Business District, Jenny Etter, Director
16 E Main St Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.

Contract

Between

PAJIC TUCKPOINTING LLC

Said Pajic

10/15/18

Owner

Zahid Pajic

10 /15/18

Manager

And

City Center (Matt Garber)

Building address:

14 and 16 E Main St

Marshalltown , IA 50158

Work to be done on this project:

South Side: power wash ,tuck pointing damaged mortar joints (20 %),
seal all movement cracks

Price of project:\$ 10.350.00

After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date, unless other arrangements have been made.



Building Owner or Manager

641-751-0937 cell

Phone No.

641-752-6701 office

8-25-20

Mo/Day/Yr

641-752-2849

Fax No.

Bid

\$ 6,650⁰⁰



MCBD - Main Street Program, Façade and Code Grants - since inception

F=Façade

C=Code

<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	F	118 W Main St	Headliner	5,743.00	\$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010		23 W Main St	Lillie Mae - approved not funded		
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	B	119 E Main St	Kester	20,000.00	\$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	\$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	F	16 E Main St	CGA	5,740.00	\$22,960
2015	F	119 E Main St	Kester	5,445.70	\$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	\$42,915
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003
2019	C	30 E. Main (Code Upgrade)	Miller (\$15,284.25 withdrawn 8/6/20)		
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	\$31,722
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240
2020-065	C	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	\$15,278
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479
2020-172	F	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,873.40	\$15,494
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus & In-Stitches)	10,163.75	\$40,655
2020-195	C	201 E. Main Street (Code upgrade)	M'town Senior Living Residences	20,000.00	\$103,580
2020-195	F	201 E. Main Street (Facade)	M'town Senior Living Residences (3 sides)	28,812.50	\$121,484
2020-239	F	4 E. Main Street (Façade & Code upgrade)	Zamora's Fresh Market	12,500.00	\$102,356
SUB-TOTAL				416,118.56	\$10,654,665

COUNCIL REALLOCATED TO MCB D FOR OPERATIONS DUE TO TORNADO FY19

40,000.00

TOTAL COMMITTED

456,118.56

CERTIFIED FUNDS

390,000.00

9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand

20,000.00

9-28-19 Council approved additional funding for FY21 \$40,000

40,000.00

7-13-20 Council approved additional funding for FY21 \$80,000

80,000.00

BALANCE REMAINING BEFORE COUNCIL APPROVAL SEPT 28 2020

73,881.44

Facade requests for consideration 8/24/2020: 14-16 E. Main St.:Matt Garber

4,250.00

Code Upgrade requests for consideration 8/24/2020: 13 N. 1st St (Garbriela Vargas Avalos)

16,569.01

Balance if requests approved

53,062.43

**RESOLUTION TO APPROVE THE CODE BUILDING UPGRADE GRANT
APPLICATION FOR 13 N. 1st STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of upgrading to City code and the Marshalltown Central Business District administers the Code Building Upgrade Grant Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 13 N. 1st St., which is owned by Gabriela Vargas Avalos, for a sprinkler system and an exit fire escape; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements for City code upgrade expenses are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$20,000, whichever is less; and

WHEREAS, the owner has provided an estimate of \$66,276.07 so 25% would be \$16,569.01; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve up to \$16,569.01 for the code building upgrade grant and for the reimbursement to Gabriela Vargas Avalos for the sprinklers and fire escape exit at 13 N. 1st Street.

PASSED this 28th day of September, 2020, and signed this ____ day of September, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

September 23, 2020

Dear Mayor and Councilors,

I am writing this to submit a City Code Upgrade Grant request on behalf of Gabriela (Gabby) Vargas Avalos, the owner of Abarrotes La Salud, located at 13 N. 1st. Gabby has previously updated her façade, and made other improvements to her grocery and restaurant. Gabby has also built two large apartments in the upper story of her building. To comply with city code, to make the apartments marketable as downtown housing, Gabby plans to sprinkle the upper story, the main level and the basement.

The Downtown Incentive Committee had discussion on September 14th, regarding this request. The request is as follows:

Sprinklers	\$60,220.00
Exit Door (Fire Escape)	<u>\$ 6,056.07</u>
Total	$\$66,276.07 \times 25\% \text{ Reimbursement} = \mathbf{\$16,569.01 \text{ Grant Request}}$

This request complies with the City Code Upgrade Grant guidelines. Committee members, Diana Steiner, Joe Roenfelt and Deb Millizer recommend to approve this request. Doug Husak was not available for this discussion.

As always, thank you for supporting downtown Marshalltown as we continue to recover and grow.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/City representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City

Gabriela Vargas Avalos 9-14-20
Signature of Applicant Date

Gabriela Vargas Avalos 9-14-20
Signature of Owner Date

Return to:

**Marshalltown Central Business District, Debbie Millizer, Director
16 E Main St, Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org**

**Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.**

**Marshalltown Central Business District/City
City Code Building Upgrade Grant Application**

BLACKHAWK AUTOMATIC SPRINKLERS, INC.

FIRE PROTECTION CONTRACTORS • DESIGN, INSTALLATION & MAINTENANCE

P.O. BOX 998

CEDAR FALLS, IA 50613

TELEPHONE: (800) 232-7721

EMPLOYEE OWNED

525 EAST 18th STREET

FAX: (319) 277-0000

PROPOSAL

DATE March 13, 2020

TO: Abarrotes La Salud

RE: Abarrotes La Salud
17 N 1st St, Marshalltown, IA
Automatic Fire Sprinklers

Att: Gabby Vargas

BLACKHAWK AUTOMATIC SPRINKLERS, INC. (SELLER) PROPOSES TO PROVIDE &/OR INSTALL:

EQUIPMENT	QUANTITY	SIZE & DESCRIPTION
SPRINKLERS	41	½" Chrome Pendent
	53	½" Bronze Upright
	34	Residential Chrome Sidewall
	3	½" Dry Chrome Sidewall
SYSTEM DESIGN	1-Wet	Hydraulically calc'd per NFPA 13R with 100 gpm hose allowance. Hydraulically calc'd at .20 gpm/sq ft over 1,500 sq ft with 250 gpm hose allowance.
ALARM ACTUATING DEVICE	1	4" Flow switch (No wiring included)
ALARM	2	Elec. Horn and strobes, 1 inside, 1 outside (No wiring included)
CONTROL VALVES	2	4" Butterfly control valves with tamper switches. (No wiring included)
WATER SUPPLY	None	New 4" underground sprinkler main by others. Terminating above floor with standard 4 x 9 flange.
FIRE DEPT. CONN.	None	Std Bronze 4x2½x2½ with check valve.
STANDARD ITEMS	1 lot	Reserve Head Cabinet, Wrench, Inspectors Test & Main Drain Piped Outside.
SPECIALS	1 <i>Notes:</i>	4" Double Check Valve backflow preventer in main valve assembly. <i>Includes local permit fee, Figures Bjelland Plumbing to bring new 4" underground water into the basement for new valve assembly, provides coverage for the basement, main level and 2nd Level apartments, and utilizes schedule 10/40 black piping. Includes 1 final system test.</i>
APPROVAL BY:		Local Fire Marshal

EXCLUSIONS: Painting, Wiring, Supervisory Alarms, Special Markers, Special Environmental Requirements, Sprinklers In Combustible Blind Spaces, Installation From Other Than Concrete Slab Floors, Underground Piping, More than one System Test, Holes in Ceiling Tiles or Beams, or any Overtime. ***NOTE: Due to the current tariff related volatility & unpredictability of the steel market our price is subject to change to cover potential material increases.***

NET Price Sixty Thousand Two Hundred Twenty Dollars ----- (\$ 60,220.00)

Includes Freight & Transportation of Men to Site. Subject to General Terms & Conditions. Quote good for 30 days.

Alternate No. NA Alternate No. NA

We Acknowledge Addendum No. None By Jenny Kruger

Jenny Kruger Sales/Project Manager
jkruger@blackhawkspinklers.com

Central Iowa Machine Shop, Inc.

801 N 4th Ave

PO Box 995

Marshalltown, IA 50158

QUOTATION

Quote Number: 1170

Quote Date: Sep 2, 2020

Page: 1

Voice: 641-752-7615

Fax: 641-752-3973

Quoted To:

GABBY VARGAS

Customer ID	Good Thru	Payment Terms	Sales Rep
VARGASG	10/2/20	Net Due	LJ

Quantity	Item	Description	Unit Price	Amount
1.00		LABOR TO MAKE AND INSTALL STEEL STAIRS	2,500.00	2,500.00
1.00		MATERIAL TO MAKE AND INSTALL STAIRS	3,159.88	3,159.88
			Subtotal	5,659.88
			Sales Tax	396.19
			TOTAL	6,056.07

**RESOLUTION CERTIFYING THE POPULATION OF ANNEXED TERRITORY
2424 233RD ST, MARSHALLTOWN, IA, TO THE STATE OF IOWA TREASURER**

WHEREAS the City of Marshalltown, Iowa, is a duly organized municipal corporation, and pursuant to Section 368.7 of the Code of Iowa, the City received from John and Roberta Olson, the owners of real estate, an application for voluntary annexation, of said real estate, lying adjacent to the existing City limits of the City of Marshalltown, locally known as 2424 233rd Street; and

WHEREAS the City Council held a public hearing on July 13, 2020 regarding the voluntary annexation application; and

WHEREAS the Application for annexation of the real estate as described in the legal description was approved by Resolution 2020-210 on July 13, 2020.

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

Section 1. The territory has become a part of the City of Marshalltown, Iowa, upon acknowledgement from the Secretary of State, on September 8, 2020.

Section 2. Pursuant to Section 312.3(4) Iowa Code, the Mayor and City Council must certify the population of any annexed territory, as determined by the last certified federal census, to the State of Iowa Treasurer in order for apportionment of street construction funds to be adjusted.

Section 3. The Mayor and City Council certify the population of this annexed territory is 2 (two) people.

Passed this ____ day of September 2020 and signed this ____ day of September 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION CERTIFYING THE POPULATION OF ANNEXED TERRITORY
PARCEL 8317-05-200-005, MARSHALLTOWN, IA, TO THE STATE OF IOWA TREASURER**

WHEREAS the City of Marshalltown, Iowa, is a duly organized municipal corporation, and pursuant to Section 368.7 of the Code of Iowa, the City received from Martin Marietta Materials Real Estate Investments, Inc., the owners of real estate, an application for voluntary annexation, of said real estate, lying adjacent to the existing City limits of the City of Marshalltown, parcel 8317-05-200-005; and

WHEREAS the City Council held a public hearing on July 13, 2020 regarding the voluntary annexation application; and

WHEREAS the Application for annexation of the real estate as described in the legal description was approved by Resolution 2020-211 on July 13, 2020.

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

Section 1. The territory has become a part of the City of Marshalltown, Iowa, upon acknowledgement from the Secretary of State, on September 8, 2020.

Section 2. Pursuant to Section 312.3(4) Iowa Code, the Mayor and City Council must certify the population of any annexed territory, as determined by the last certified federal census, to the State of Iowa Treasurer in order for apportionment of street construction funds to be adjusted.

Section 3. The Mayor and City Council certify the population of this annexed territory is 0 (zero) people.

Passed this ____ day of September 2020 and signed this ____ day of September 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**ORDINANCE APPROVING THE REZONING OF CITY PROPERTY ALONG EAST
SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL**

WHEREAS the City of Marshalltown is presenting an application to rezone the property legally defined as:

LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

which is currently zoned PUD Planned Unit Development to be rezoned to R-2A Low Density Residential; and

WHEREAS the City currently owns the property and is proposing to sell the property along with the adjacent land along E. Southridge which is also R-2A Low Density Residential; and

WHEREAS the Plan and Zoning Commission reviewed the amended rezoning request and held a public hearing on September 17, 2020 and recommended approval of the rezoning at said meeting; and

WHEREAS, the City Council has fully examined the same and has found the same to be in the best interests of the City of Marshalltown, Iowa and that the same should now be approved and accepted.

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

Section 1. Property legally described as:

LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

be rezoned to R-2A Low Density Residential.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 12th day of October 2020 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

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

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

September 28, 2020

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Rezoning of property along E Southridge Road

Policy Issue: The property along E Southridge Road shown in purple on the following graphic is currently owned by the City of Marshalltown, and is zoned as Planned Unit Development. Rezoning to R-2A would ensure consistency with the property to the East shown in yellow. The City of Marshalltown is selling these parcels to a developer; that plans to develop for housing. City Council has accepted an offer on this property. The process is currently in the due diligence stage.



Recommendation: The Plan Zoning Commission has reviewed the proposal and held a public hearing on the proposal on September 17, 2020. The Commission recommends the rezoning of the property to be consistent with the adjacent property.

The first reading is being presented to the Council on 9/28. Staff is proposing a public hearing be held along with the second reading on 10/12 and the third reading be waived to allow the process to be completed within the due diligence period presented by the developer.

Background: This stretch of property is zoned R-2A Low Density Residential and allows for single family detached and attached dwelling units.

Budget Impact: The cost of rezoning to the City is minimal and includes public notifications and recording costs.

Attachment: Ordinance and application.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

36 North Center Street, Marshalltown, IA 50158

Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

Rezoning Request Application Packet

Application: Applications will not be accepted unless complete. All required items must be submitted with the application. Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

Notifications: The City will place a sign on the property to notify the public that a rezoning request has been submitted. The sign includes the city's phone number so that concerned individuals will have an opportunity to learn about the proposal and can present information on this matter to the Commission and/or Council at the public hearing. A notice of public hearing is also published in the newspaper.

1. The burden of providing sufficient evidence to make the applicant's case shall be on the applicant in all cases.
2. The rezoning request must be considered by the Plan Zoning Commission and the City Council. Contact the Housing & Community Development Director for a schedule of the upcoming meetings. Please note the deadline dates for each meeting. The commission will review the request at a regularly scheduled meeting at least once prior to the public hearing. A public hearing must be held by the commission prior to making a recommendation to the City Council. The Plan Zoning Commission meets in the City Council Chambers at City Hall at 5:00 PM on the Thursday following the first Council meeting of the month.
3. The Marshalltown City Council meets on the 2nd and 4th Mondays of the month at 5:30 p.m. in the City Hall Council Chambers. According to Iowa Code, the rezoning requires three readings and a public hearing.
4. Under optimum conditions it takes about 4-6 months to rezone property if the issue is not controversial. Larger projects may require additional time.
5. Applicants are encouraged to provide all applicable information as early as possible to facilitate the process.

Date Submitted & Fee Paid: _____

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

✓ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

_____ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:

See legal description

Owner:

City of Marshalltown

Mailing Address:

24 N Center Street

Phone:

641-754-5756

E-mail:

mspohnheimer@marshalltown-ia.gov

Current Zoning Classification:

PUD

Current Use:

vacant land

Proposed Zoning Classification:

R-2A

Proposed Use:

housing

Please list the uses of surrounding properties:

park and housing

Signature and Date:



09/02/2020

LOT 1
MARSHALL COUNTY

DESCRIPTION

LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



MARSHALLTOWN

I O W A

September 28, 2020

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Comprehensive review and rewrite of the City's Zoning Ordinance RFP

Policy Issue: The Housing and Community Development Department has identified a need to conduct a comprehensive review and rewrite the City's Zoning Ordinance. The Zoning Ordinance is essential to community development and ensuring that our codes are kept current is important to our growth as a community. Council has included a zoning ordinance update as a priority during strategic planning sessions and we are proposing it be budgeted out of L.O.S.T. funding. A comprehensive review of our ordinance will be an intense and lengthy process. It is not something that we are able to do in-house and we are therefore proposing an RFP be published for a consultant.

Recommendation: Staff has drafted a RFP which is attached for reference. The scope of work would include a complete review of the current ordinance, review of community plans, public engagement, identification of possible conflicting sections elsewhere in the municipal code, and recommendations for changes. The final deliverable will include proposed language for adoption. The consultant will be asked to make recommendations on trending changes in zoning related to things like solar, accessory dwelling units and other topics. There will be a focus on ensuring that proposed changes are compliant with updated legal decisions related to zoning.

Background: The City of Marshalltown has had a zoning ordinance since 1957. In 1998 a major rewrite of the ordinance began. Over the past 22 years we have made a number of amendments to sections of the ordinance. This has always been done in house by staff. Most recently we have been working on the development of a new mixed-use district as well as downtown guidelines with the assistance of a consultant. There are many changes in community planning and zoning enforcement and it is important for us to update our codes to ensure they are not only compliant from a legal perspective but that they are addressing a constantly changing environment.

Budget Impact: We are requesting consultants to submit a proposal which will include a proposed budget and timeline. Staff will interview firms and negotiate a final contract to bring to Council for approval.

Attachment: Draft RFP

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

MARSHALLTOWN

— I O W A —

REQUEST FOR PROPOSAL FOR A COMPREHENSIVE REVIEW AND REWRITE OF THE CITY'S ZONING ORDINANCE

Responses due

DATE/TIME

to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

I. Introduction and Background

The City of Marshalltown, Iowa, (pop. 27,552) is located in central Iowa approximately 1 hour from Des Moines, Ames, Cedar rapids and Cedar Falls/Waterloo. Marshalltown has a very diverse population with approximately 30% Hispanic and a growing population from Myramar. Marshalltown has a number of major industries including JBS, Lennox and Emerson Process Management. Marshalltown is the County seat and regional hub for government services, retail, medical and education services.

Our zoning ordinance was originally adopted in 1957. In 1998 the residential portions of the ordinance were updated and the commercial sections were done in 2010 along with a mapping update. Since that time various sections have been modified as needed. The current zoning ordinance can be found online in Chapter 156 of the City Code.

<https://codelibrary.amlegal.com/codes/marshalltown/latest/overview>

The City has completed several recent plans including a Downtown Master Plan, Highway 14 Corridor Study and Comprehensive Plan. These are all available on the City website www.marshalltown-ia.gov/plans

II. Available Funding

The City will review the submissions and make a funding level recommendation to the City Council for approval.

III. Impacted Area

The Zoning Ordinance covers the incorporated City limits of Marshalltown

IV. Scope of Work

The following Scope of Work is what is expected for the rewrite of the City's zoning ordinance. Deliverables have also been noted.

1. Current Zoning Ordinance Review. The consultant will work with City staff in reviewing the existing Codes.
2. Review of Current Community Plans. The consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Codes will be consistent with recent planning documents.
3. Public Engagement. The consultant will develop a public outreach strategy designed to inform community stakeholders and the general public on the benefits of new Codes, as well as conducting regular meetings and web/social media interaction throughout the process. The consultant should take into consideration the current pandemic when identifying public engagement plans.
4. Drafting the Document. The consultant will prepare drafts of the Zoning Ordinance, for review by staff and the steering committee, culminating in a final version to be acted upon by the Plan Zoning Commission and the City Council.
5. Recommend changes to other sections of the Municipal Code as they relate to or are impacted by the new Zoning Ordinance.
6. Integration of the New Codes. The consultant will work with the City staff to make the new Codes accessible and interactive with the public once adopted.

7. Staff Training. The consultant shall provide resources to assist City staff with implementation of the new Codes for a period not to exceed one year from City Council's adoption of the Codes.
8. It is anticipated that the project will take approximately 12 months to complete with adoption by City Council occurring in calendar year 2021.

V. Submission Requirements

Those intending to respond to the City of Marshalltown Request for Proposal are required to submit the following items in order to be considered:

1. Cover Letter - Include the name and address of the project manager who will direct the work for the firm.
2. Introduction to the Consultant Firms(s) - The following information shall be included for all firms included in the submittal.
 - a. Firm name and business address, including telephone number and email contact.
 - b. History of the firm.
 - c. Identify the state in which the firm was organized or incorporated.
 - d. Type of ownership, and name and location of parent company and subsidiaries, if any.
 - e. Number of full-time employees. Part-time employees or consultants routinely engaged by the Respondent may be included if clearly identified as such.
3. Qualifications and Experience of the Consultant Firm(s) - Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses and phone numbers of those familiar with the consultant's ability, experience and reliability in the performance and management of projects of a similar nature.
4. Qualifications and Experience of Key Staff - Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects.
5. Project Understanding/Methodology - This should demonstrate the firm's understanding of the nature of the work and approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, and any other pertinent elements. Creative alternative approaches are encouraged.
6. Public Engagement Plan - Describe your plan to engage the public in the planning process. Marshalltown has a significant minority population, which includes residents and businesses in this area. Communication with this population is important to the process. Outline how you will work with the Steering Committee as well as communicate to the general public. Please be specific to plans as they relate to engagement during the pandemic.

7. Proposed Timeline- Provide a proposed timeline which the firm believes they can accomplish the scope of work, including milestone dates.
8. Proposed Fee - Provide proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee.

VI. Evaluation Criteria

The City of Marshalltown will evaluate each proposal fairly and impartially utilizing the following criteria. An evaluation committee consisting of steering committee members and City staff will be utilized to evaluate all proposals received.

1. Qualifications of the firm and personnel (including any subcontractors) to be assigned to this project (15 points)
2. Similar projects completed by the firm (10 points)
3. Overall project understanding (15 points)
4. Clarity of the proposal and creativity/thoroughness in addressing the tasks required (25 points)
5. Public Engagement Plan (20 points)
6. Time needed to complete the study (10 points)
7. Completeness of submitted proposal with all elements required by the RFP (5 points)

VII. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal

• Wednesday, October 14, 2020:	Issue Request for Proposal
• Friday, October 23, 2020, At 12PM:	Deadline for Questions
• Tuesday, November 10, 2020 at 12PM:	Proposals Due
• Week of November 16, 2020:	Interviews with Finalists
• Monday, December 14, 2020:	Recommendation to City Council

All questions related to this request for proposal must be submitted in writing via e-mail to Michelle Spohnheimer mspohnheimer@marshalltown-ia.gov no later than **12PM on Friday, October 23, 2020**. Please be respectful of the limited time of City staff to meet in person to have any discussions.

Proposals must be sealed and submitted in hard copy no later than 12PM on Tuesday, November 10, 2020, to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

Proposals must reference "Zoning Ordinance Proposal" on the exterior of the sealed bid. Any proposal received after due date and time will not be considered.

An electronic version (pdf format) of the proposal shall be included in the sealed bid on a USB drive or CD.

Prior to the final selection, consultants may be required to submit additional information regarding the consultant's qualifications and experience that the City may deem necessary to further evaluate the proposal's qualifications.

The City shall not reimburse for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

The City reserves the right to reject any or all proposals and waive any irregularities. The City also reserves the right to choose the proposal that is deemed in the best interest of the City based on any or all criteria, etc. In addition, the City reserves the right to negotiate any or all items and terms of proposal.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

VIII. General Terms and Conditions

- a. Contract: Any award of a contract resulting from this RFP will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern. The City reserves the right to amend the contract to include and Federal requirements specifically associated with the funding allocation and program compliance.

- b. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- c. **Incurred Expenses:** This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- d. **Insurance:** The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
- Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Worker's Compensation as required by law
 - Professional Liability for Errors and Omissions \$2,000,000
- e. **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- f. **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.

MARSHALLTOWN

I O W A

September 28, 2020

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: IEDA CDBG Downtown Revitalization Program Grant

Policy Issue: The Housing and Community Development Department is working with Region 6 Resource Partners to evaluate a grant opportunity with the Iowa Economic Development Authority (IEDA) under the Community Development Block Grant (CDBG) Downtown Revitalization Program (DTR). The application requires a great deal of preparation and work with design professionals. Grant preparation typically takes up to one year. The applicant must be the local government and typically includes a matching contribution. Before extensive time and resources are dedicated to the application process we want to bring the item forward to the City Council for consideration and preliminary budget approval.

Recommendation: Staff is proposing the City work with Region 6 Resource Partners to prepare a grant application. The specific application due date is unknown at this time however it is anticipated to be due in the summer of 2021. Staff is requesting a commitment to budget LOST in FY 21-22 for a matching contribution not to exceed \$500,000, which is a dollar for dollar match. If this is acceptable to the Council we will bring forward a resolution of support at the next meeting.

Background: The DTR program is designed to improve the facades in the downtown district. Julie Winter with Region 6 has included some additional detail about the program and will be present to discuss how the program works. Region 6 has worked with other communities on successful projects.

Budget Impact: As the application is developed the scope of work will be finalized as well as the estimated budget. Preliminary estimates include a total project budget of approximately \$1,250,000. The budget would include State funding, City match, property owner match and possibly other local grant dollars if awarded. The goal would be to conduct work on approximately 8 facades in a targeted area of the downtown.

Attachment: Program information.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

Downtown Revitalization Grant (DTR) Marshalltown



What is the Downtown Revitalization (DTR) Grant?

- Grant from the Iowa Economic Development Authority (IEDA)
- Minimum of 8 buildings/addresses for a grant award of \$500,000 (50% local match)
- Helps improve a targeted area in the downtown
- Results in highly visible outcomes

What Work Qualifies?

- Front facades, side wall if visible from Main St.
- Windows, doors, exterior walls (front facades), storefront and signage, porch/deck/stairs
- Goal of the program is *historic* restoration (with some flexibility)

What Work Does NOT Qualify?

- Generally, any building that does not have historic significance or historic elements
- Anything that is not visible from Main Street
- Buildings with first floor residential not eligible

Individual Building Budget

- Varies greatly by need of each building and owner preference – average cost ~\$60,000
- Building owner kicks in 20% on any work done to their building
- It's a building owner decision, but 80% off is a good deal!

SAMPLE Overall Marshalltown Project Budgets

SAMPLE Budget #1

\$500,000 CDBG grant funding
\$200,000 Building owners (20% of construction)
\$200,000 Request to Rebuild Marshalltown fund
\$300,000 City
\$1.2 million total project budget

SAMPLE Budget #2

\$500,000 CDBG grant funding
\$240,000 Building owners (20% of construction)
\$200,000 Request to Rebuild Marshalltown fund
\$360,000 City
\$1.3 million total project budget

- Local match at 55% or more is more competitive
- Grant can cover at a maximum 50% at any time

Building Owner Interest in Grant

There are at least 8 downtown building owners interested that:

1. Have scopes of work on the façade of their building that qualify for the program (ie: upper story windows, storefront, brick repair/replacement, signs, signband area, awnings, etc.)
2. Wish to repair all or at least some of the needs of the building that qualify
3. Have verbally said that they would be willing and able to provide a 20% cash match on an approximate budget for their building needs.
4. Are aware of the grant timeline.

There are additional downtown building owners that:

1. Have scopes of work that would qualify for the program
2. Responded positively to the grant opportunity but have not given a verbal commitment, or
3. Region 6/MCBD is still waiting to meet with them to provide more details.

Region 6 could foresee another 2-3 buildings being added to the project. Project development will include defining a target area and making choices to maintain an allowable project budget.

Next Steps

- Interest from downtown building owners?
- Interest from city?
- Get architect involved – Winter 2020-2021
- Next application is due July 31, 2021
- Applications and building scopes can take 6+ months to prepare – early involvement of architect is key!

Questions?
Julie Winter
Region 6 Resource Partners
641-752-0717
jwinter@region6resources.org



DEPAR
MARSHALLTOWN
— I O W A —
DEPARTMENT OF PUBLIC WORKS

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

September 28, 2020

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

From: Justin Nickel, P.E.
Public Works Director

Re: Airport Master Lease Agreement Discussion

Policy Issue: None

Recommendation: Staff recommends the City Council authorize negotiation of a new lease of the Airport Facilities

Background: The current Airport Master Lease agreement was approved in May 2009 and runs for a period of 15 years, expiring in 2024. With the planned construction of a new terminal and hangar facility, the terms of the existing lease will need to be modified significantly. The current lease provides Marshalltown Aviation with the right of first refusal on a new lease. Steve Valbracht has indicated that he is interested in continuing management of the Marshalltown Airport. City staff would intend to modify the terms of the new lease to a fixed user fee in contrast to the current monthly fee.

Budget Impact: TBD.

Attachment: Existing Master Lease Agreement

cc: Jessica Kinser, City Administrator

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



2009-080

RESOLUTION APPROVING AIRPORT MASTER LEASE AGREEMENT
BY AND BETWEEN MARSHALLTOWN AVIATION, INC. AND
THE CITY OF MARSHALLTOWN, IOWA

WHEREAS, the parties desire to extend the Master Lease Agreement for use of the Marshalltown Airport facility, and

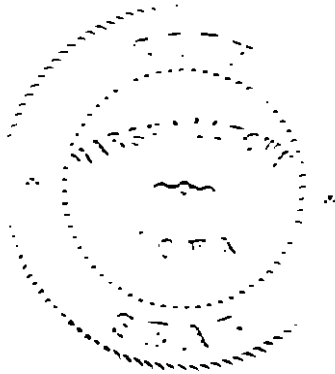
WHEREAS, The City Council has fully examined this proposed lease and has found that the approval and acceptance of the lease would be in the best interest of the City of Marshalltown,

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

Section 1: That the proposed Master Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Aviation, Inc. is hereby approved in all respects and particulars.

Section 2: The mayor and city clerk are hereby authorized and directed to execute on behalf of the City the Master Lease Agreement and any other documents necessary to effectuate this resolution.

Passed this 26th day of May, 2009, and signed this 28th day of May, 2009.



CITY OF MARSHALLTOWN, IOWA

Gene L. Beach
Gene L. Beach, Mayor

ATTEST:

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



PUBLIC WORKS DEPARTMENT

The City of Marshalltown, Iowa
Gene L. Bench, Mayor
Dick Hierstein, City Administrator
Lynn E. Couch, Public Works Director
24 N. Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793
EMail - lcouch@ci.marshalltown.ia.us

MEMORANDUM

May 13, 2009

To: Honorable Mayor and City Council

From: Lynn E. Couch, P.E., Director of Public Works/City Engineer

Subject: Airport Lease

Attached for your consideration is an Airport Master Lease agreement between Marshalltown Aviation, Inc. and the City of Marshalltown, Iowa. This lease runs for 15 years and is comparable to the existing lease with a few minor modifications. The lease rental payment has been increased 5% and the fuel flowage fee has increased 60%. Lease rental payments and flowage fees cover half of the operational cost of maintaining the airport.

Marshalltown Aviation, Inc. has provided airport operation under lease from the City since 1976. The service has been excellent with no complaints during my time with the City.

CITY OF MARSHALLTOWN, IOWA
AIRPORT MASTER LEASE

2009-080

WHEREAS, there has heretofore existed a fifteen year lease with extensions and amendments thereto between the City of Marshalltown, Iowa and Marshalltown Aviation, Inc., an Iowa Corporation; and

WHEREAS, the parties desire to extend this Master Lease in order that the parties may make long range plans to provide uninterrupted and dependable service to citizens of Marshalltown and the public using the Marshalltown Airport Facility.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I. DEFINITION OF TERMS.

A. The buildings covered by this lease shall be identified by number as follows:

Building No. 1	Terminal Building
Building No. 2	Aircraft Shop
Building No. 3	Paint Shop
Building No. 4	Storage Hangar
Building No. 5	Ten Unit T Hangar (partitioned)
Building No. 6	Ten Unit T Hangar (unpartitioned)
Building No. 7	Six Unit T Hangar
Building No. 8	Ten Unit T Hangar (partitioned)
Building No. 9	Executive Hangar

B. The term "Lessor" shall refer to and identify the City of Marshalltown, Iowa.

C. The term "Lessee" shall refer to and identify Marshalltown Aviation, Inc.

II. GENERAL PROVISIONS

A. Compliance with Rules and Regulations. Lessee's use of the demised premises shall be in compliance with all Ordinances, Resolutions, and Rules and Regulations adopted by the Lessor or by the applicable Federal or State authorities, which Ordinances, Resolutions, or Rules and Regulations are by this reference made a part hereof.

B. Airport User Fees. The parties hereto agree that the Lessee is subject to the use fees established by the Lessor's Resolution dated May 25, 1964, and that the Lessee's assignors complied with these requirements prior to the assignment of the prior leases to the lessee and that such payment by the assignor constitutes compliance with the Resolution by the Lessee. Any other user fees should accrue to account of City.

C. Term of Lease. The parties agree that all existing leases shall terminate at midnight, May 31, 2009 and this lease shall commence at 12:01 A.M. on June 1, 2009 and shall run for a period of 15 years, provided, however, that either party may request that any provision of this lease be renegotiated on the fifth and tenth anniversaries thereof, by giving written notice of its intent to renegotiate at least 90 days prior to June 1, 2014 or 90 days prior to June 1, 2019.

D. First Refusal Right. At the termination of this lease, Lessee shall have the right of first refusal on the leasing of the demised premises, provided he is not in default. The intent of this paragraph is to give Lessee the first

option to lease said premises on the same terms and conditions upon which Lessor proposes to lease said premises to any other party.

E. Rental Payment. Lessee shall pay to Lessor the sum of \$2,272.58 per month, in advance, as rent, commencing on the first day of June 2009. This sum includes the \$600.00 per year user fee referred to in Article II, Subsection B. above. In addition, Lessee shall pay to Lessor the sum of six cents (\$0.08) per gallon flowage fee in aviation fuel and jet fuel sales commencing on sales of said fuel on or after July 1, 2009. The flowage fee shall be paid on a quarterly basis. Fuel delivery and sales records shall be available for inspection by the Lessor during regular business hours.

F. Assignment of Lessee's Interest. Lessee shall not sell, transfer, convey, assign, or sublet this lease or any part of the demised premises without written consent of Lessor.

G. Lessor is a tax exempt municipal corporation and therefore, any and all taxes of any kind, nature or description shall be paid by Lessee.

III. SPECIAL PROVISIONS.

A. In the event the Lessor constructs additional improvements at the Airport requested or approved in writing by the Lessee, the Lessee agrees to pay a rental adequate to amortize the principal cost of such improvement over a period of fifteen years and shall thereafter have the first right of refusal on the lease of such facility.

B. In the event the Airport Manager appointed by the Lessor is not an officer of the Lessee corporation, either party to this lease shall have the right to terminate the lease by a sixty day written notice.

C. Lessee's Rights and Obligations.

1. The non-exclusive use in common with others, of the airport.

2. The right to install, operate and maintain, repair and store in said hangars all equipment necessary for the conduct of Lessee's business and the right to install, operate and maintain pumps and tanks on the ramp for the dispensing of fuel and oil.

3. The right to egress and ingress from the demised premises, which right shall also extend to Lessee's employees, passengers, guests, invitees and patrons.

4. The right in and on the demised premises to locate, maintain and operate complete aircraft servicing facilities, to buy, trade and sell aircraft, engines, accessories and parts; to sell aviation fuel and oil; to provide storage space for aircraft; to provide car rental services; to provide travel agency services; to rent tie-down space for aircraft; to operate a repair shop for the repairing and servicing of aircraft, engines, instruments, radio equipment, propellers and accessories; to refinish aircraft and vehicles. The right to conduct such activities shall apply to equipment of other persons as well as equipment belonging to Lessee.

5. The non-exclusive right to store, sell or dispense in every way aircraft fuel and oil.

6. The non-exclusive right to give flying instructions, rent aircraft, to provide pilots for operating planes for others and to carry passengers and freight for hire; subject to the appropriate laws of the Federal Government and the State of Iowa and the Ordinances of the City of Marshalltown. Any person, firm or corporation, basing a plane or planes at the Marshalltown Municipal Airport for conducting, operating or performing any service described herein, including aerial spraying of any kind, unless under special contract with the City of Marshalltown, or as an agency of the State of Iowa, or as an agency of the Federal Government, shall pay a field use fee as fixed by the Council of the City of Marshalltown, Iowa.

7. The right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft.

8. The right to do such other things in common with others as may be specifically authorized from time to time in writing by action of Lessor upon approval and recommendation of its City Administrator.

9. The right to construct, use and rent any hangar facilities not undertaken by the City and to remove the same upon termination of this lease; provided that such construction, as to location, type, materials and purpose, is in accord with the approved Master Plan of said airport and is first approved by the Lessor.

10. Space in the Terminal Building for office use of Lessee with telephone service, intercom systems, and advertising of its business.

11. The use of water for all of its needs from the airport water system, within the present limitations of the rural water system.

12. The use of the present sewage disposal system provided that all grease, oil and other substances that interfere with its normal operation, shall be independently trapped and not dumped through the disposal system.

Lessee Agrees as Follows:

1. To hold the Lessor free and harmless from each and every claim and demand of whatsoever nature on behalf of or by any person, firm or corporation for any wrongful act or omission on the part of the Lessee, its agents, servants or employees.

2. Lessee agrees to carry public liability and property damage insurance, including passenger liability on chartered planes in the amount of \$1,000,000.00 for the benefit of the parties and shall furnish to the Airport Manager and the Lessor a certificate showing such insurance in force.

3. It is understood that nothing contained in this lease shall be construed to grant or authorize an exclusive right to Lessee within the meaning of the Federal Aviation Act of 1958.

4. The Lessee shall furnish its own electricity and heat except

Terminal Building (Building No. 1). The Lessor shall furnish electricity for runway and clearance lights, aviation aids, and Building No.1.

D. The Lessor Reserves the Following Rights:

1. To further develop or improve the landing areas of the airport as it sees fit.

2. To maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport and the right to direct and control all activities of the airport.

3. To enter upon the premises leased at any reasonable time for the purpose of making any inspections or for the enforcement of any airport rule or conditions of this agreement.

4. To take any action that it considers necessary to protect the aerial approaches to the airport against obstruction.

5. To assist and work with Lessee in landscaping, beautifying or improving the entrance area to the Municipal Airport.

6. To enter on the leased area to construct additional hangars or other improvements and to do the required grading, leveling draining or other work necessary or incident thereto.

7. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use. and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended, and the Lessor shall not be liable for any damages therefore.

8. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport. If due to the provisions of this and the preceding paragraph, the use that Lessee can make of the airport is materially restricted, an agreement shall be made between the parties relative to the rent to be paid.

E. Lessor will provide and maintain such snow removal equipment and mowing equipment as may in its opinion be necessary. Lessee will provide qualified labor to operate the snow removal equipment for the removal of snow from the runways, ramps, parking areas and roadways. Lessee will also provide qualified labor to operate mowing equipment to keep all grass areas cut. Labor cost will be borne by the Lessor at a rate of 15 dollars per hour adjustable yearly as determined by the Common Labor Construction Cost Index as reported in the Engineering News Record.

The Lessee shall turn over to the Lessor the premises leased in the same condition received on the termination of this lease, ordinary wear and tear excepted. Lessee shall be liable to the Lessor for any damage to the hangars caused by negligence of himself, his employees and/or tenants; but Lessee shall not be liable for ordinary wear and tear nor damage caused to the hangars or office building by fire, tornado, act of God or public enemy. At the termination of the lease, the Lessee may remove all of the trade fixtures of Lessee which may be removed without injury to or defacement of said premises and may remove pump and tanks provided that Lessee shall restore the ramp or other surfaces to their original condition after removal.

If the City Council believes that Lessee has violated any of the provisions of this lease or failed to keep any of the agreements herein contained, other than the payment of rent as herein provided, the City Council may give Lessee notice by Certified Mail of the alleged violation. If Lessee does not remedy the violation to the full satisfaction of the Lessor within thirty days after the mailing of the notice, the Lessor

may terminate the lease within thirty days thereafter by Certified Mail of its intention to do so.

If Lessee fails to pay the rent as herein provided within thirty days after the same becomes due, the Lessor may give Lessee notice by Certified Mail of intention to forfeit the lease unless the delinquent rent is paid, stating the amount delinquent. If Lessee fails to pay rent within thirty days after the mailing of such notice, the Lessor may declare the lease forfeited and terminated by written notice by Certified Mail to Lessee, such forfeiture and termination to be effective fifteen days after the mailing of such notice. Lessor shall have a lien upon all property of Lessee brought upon the leased premises for all rent or other sums of money due or owing by it to Lessor. In the event this lease is forfeited or terminated for any reason whatsoever, Lessee agrees promptly to vacate the leased premises.

Lessor shall keep the buildings owned by it and hereby leased to Lessee, insured for loss or damage by wind, hail, tornado, fire and other casualty and in the event of any loss or damage shall promptly repair the damage or rebuild in the case of partial or total destruction and if the buildings shall be untenable during the period of repair or rebuilding, a proportionate amount of the rent shall be abated during the period the building or buildings are untenable. Lessee shall not do any act to void the insurance.

F. The Lessor shall be responsible for the maintenance of the roofs, exterior walls and doors of the leased buildings and the water, electrical, sewer and heating systems as they now exist.

G. This lease shall be subject to approval of the Federal Aviation Authority and other Federal agencies that may be interested or required for the approval of Federal funds for airport use. Any Federal requirements that may hereinafter be imposed will automatically become a part of this lease without further actions of the parties.

H. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons, in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

Lessee Further Agrees to:

- (1) Furnish good, prompt and efficient service adequate to meet the demands for its service at this airport.
- (2) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.
- (3) To charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Dated this 11th day of May, 2009 and signed this 28th day of May, 2009.

CITY OF MARSHALLTOWN, IOWA

MARSHALLTOWN AVIATION, INC.

By: Gene L. Beach
Gene L. Beach, Mayor

By: Stephen C. Valbracht
Stephen C. Valbracht, President

ATTEST:

ATTEST:

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

Joyce Miller
Joyce Miller, Secretary

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

Public Notice, Airport Master Lease Agreement

I, Diane Caloud, being first duly sworn, on oath depose and say that Marshalltown Newspaper, Inc. is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Office Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
May 16, 2009

Statutory fees for publishing said notice are:
18.90

Diane K Caloud

Sworn to before me and subscribed in my
presence by the said Diane Caloud this
Eighteenth day of May, 2009

Debra Hasselman

Debra Hasselman, Notary Public

Marshall County, Iowa

Commission No. 738730

Commission Expires January 24, 2012

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

Public Notice is hereby given that there is now on file in the office of the Clerk of the City of Marshalltown, Iowa, an Ordinance wherein it is proposed that the City of Marshalltown, Iowa shall enter into an Airport Master Lease Agreement with Marshalltown Aviation, Inc. for airport operation for fifteen years. The area to be used to the Marshalltown Municipal Airport includes the following parcels.

0702100004,	0702301005,
0702100007,	0702351001,
0702326001,	0702400002,
0702376001,	0702400003,
0702400005,	0702400006,
0703200005,	

The legal description of the parcels and the lease agreement is available for public review at the city clerk's office.

Final action on the lease agreement will be taken at a meeting of the City Council, Council to be held in the City Council Chambers, City Hall, 24 North Center Street, on May 26, 2009, at 12:00 PM local time, at which time and the place hearing will be had on objections and any other comments filed with the City Clerk in writing or made orally, or in written form at said meeting in open council, regarding the vacation and to final action will be taken thereon.

This notice is given as required by Section 364.7, Code of Iowa.

Dated at Marshalltown, this 14th day of May, 2009

Shari L. Coughenour, City Clerk
Marshalltown, Iowa 50158

---006180---

Patrick W. Brooks
Of counsel
Curtis A. Ward
a Partnership

BROOKS, WARD & ROBERTSON
ATTORNEYS AT LAW

Telephone
(641) 752-6413

6 West Main Street

James D. Robertson,
a Sole Practitioner
(641) 753-3324

P. O. BOX 908
MARSHALLTOWN, IOWA 50158

Fax
(641) 752-8959

September 2, 2004

City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

RE: Title Opinion to Airport Property

Dear Sirs:

38.96 0702100004 0702376001 381
4.6 0702100007 ~~0702376901~~
32.74 0702301005 0702400002 16
40 0702326001 0702400003 38
37.07 0702351001 0702400006 29
0703200005 14 41

This opinion of title is to real estate owned by The City of Marshalltown, Iowa.
This is to certify that I have examined the documents of title to the following described parcel/real estate to-wit:

PARCEL NO. 1

Asphalt Runway
07-02-301-005

The North Half of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 2, thence East 333 feet, thence North 869 feet, thence West 333 feet, thence South 869 feet to beginning.

32.74 acres

PARCEL NO. 2

The South Half of the Southwest Quarter of Section 2; and beginning at the Southwest Corner of the Southeast Quarter of said Section 2, thence East on the South line of same to a point 5 and 5/7 rods East of the Southeast Corner of the Southwest Quarter of the Southeast Quarter, thence North 112 rods to a point 48 rods South of the East and West half section line, thence West 85 5/7 rods to the intersection of the North and South half section line thence South along said half section line to beginning, all being in Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

PARCEL NO. 3

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89°46'E, 1315.6 feet along the North line of said Southwest Quarter of the Northwest Fractional Quarter, thence South 836.7 feet along the West line of the Southeast Quarter of the Northwest Fractional Quarter to point of beginning, thence S53°00'E, 789.2 feet to a point on the South line of the Northwest Fractional Quarter, thence West 630.3 feet along the said South line of the Northwest Fractional Quarter to the Southwest Corner of the Southeast Quarter of the Northwest Fractional Quarter, thence North 475.0 feet along the West line of the Southeast Quarter of the Northwest Fractional Quarter to point of beginning, being a tract of land lying in the Southwest corner of the Southeast Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, containing 3.44 acres of land more or less.

PARCEL NO. 4

Beginning at the Southwest Corner of the Southeast Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N0°09'W, 1837.8 feet along the West line of said Southeast Quarter of Section 2, to point of beginning; thence continuing N0°09'W, 276.3 feet along the West line of the said Southeast Quarter, thence S53°00'E, 459.2 feet, thence West along the property line 366.0 feet to point of beginning, being a tract of land lying in the Southwest Corner of the North 24 acres of the Northwest Quarter of the Southeast Quarter of said Section 2, and containing 1.16 acres more or less.

PARCEL NO. 13

07-03-200-005
AIRPORT RUNWAY 14.52 acres

Commencing at the Northeast Corner of the Southeast Quarter of the Northeast Fractional Quarter of Section 3 in Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and point of beginning, thence South 0°03'00" West 1064.25 feet along the East line of said Section 3, thence North 52°57'18" West 1064.05 feet, thence North 37°02'42" East 850.00 feet, thence South 52°57'18" East 423.64 feet to point of beginning, being a part of the Southeast Quarter of the Northeast Fractional Quarter and part of the Northeast Quarter of the Northeast Fractional Quarter of said Section 3.

384.18

As of Sept 2, 2004 I find fee simple title to the above described real property to be in the City of Marshalltown, Iowa, subject to the following:

1. Parcel #2: At Entry No. 59 of the continued abstract is shown a limited

easement granted by the City of Marshalltown to Jasper County Water Association, d/b/a Central Iowa Water Association. The easement is solely for the general purposes of construction and maintenance of a water pipeline over and across the real estate described in the limited easement, a copy of which is attached hereto. See Entry No. 59 attached.

2. Parcel #13 at Entry No. 47 of the continued abstract is shown a limited easement granted by the City of Marshalltown to Central Iowa Water Association. This easement is solely for the general purpose for construction and maintenance of a water pipeline over and across the real estate described in the limited easement, a copy of which is attached hereto. See Entry No. 47 attached.

3. The real estate described above is free and clear of any reversionary interest, lien, easement, lease, or other encumbrance that would create undue risk that might deprive the City of Marshalltown of control or possession, or constitute an interference with its use of the real estate described above for airport purposes, or make it impossible for the City of Marshalltown to carry out the obligations and covenants it might make under any FAA grant agreement. The only limitations affecting the property are as set forth above.

4. In addition to the above described real property the city of Marshalltown, Iowa, also holds aviation easements over the following described real estate to-wit:

PARCEL NO. 5

Commencing at the Southeast Corner of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89° 57'W, 33.4 feet along the South line of the Southeast Quarter of Section 2, to point of beginning; thence N80° 57'W along the South line of the Southeast Quarter of Section 2, 1193.3 feet, thence N0° 17'E, 981.0 feet along the West property line, thence S57° 00'E, 162.8 feet, thence S50° 08'E, 1379.2 feet to place of beginning.

PARCEL NO. 7

The Northeast Quarter of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, excepting a tract of land lying in the Northeast Corner of the Northeast Quarter of the Northeast Quarter of Section 11, described as follows: Beginning at the Northeast Corner of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89° 41'W, 227.8 feet, thence South 0° 47'E, 219.5 feet, thence S89° 19'E 224.8 feet, thence North along the East line of Section 11, 224.8 feet to point of beginning.

PARCEL NO. 8

Beginning at the Northeast Corner of Section 11, Township 84 North, Range 18 West, thence North $89^{\circ} 41'$ West, 227.8 feet, thence South $0^{\circ}, 47'$ East, 219.5 feet, thence South $89^{\circ} 19'$ East, 224.8 feet, thence North along the East line of Section 11, Township 84 North, Range 18 West, to place of beginning.

PARCEL NO. 9

The North Half of the Northwest Quarter of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

PARCEL NO. 10

The East Fractional Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 3, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa

PARCEL NO. 11

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence $N89^{\circ} 46'E$, 608.9 feet, along the South line of the North Half of the Northwest Fractional Quarter of Section 2, to place of beginning, thence $N17^{\circ} 32'E$, 661.7 feet, thence $S86^{\circ} 30'E$, 450.0 feet, thence $S10^{\circ} 32'E$, 610.6 feet, to a point on the South line of the North half of the Northwest Fractional Quarter, thence $S89^{\circ} 46'W$, 760.1 feet, to point of beginning.

PARCEL NO. 12

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence $N89^{\circ} 46'E$, 1315.6 feet, along the North line of said Southwest Quarter of the Northwest Fractional Quarter to point of beginning; thence $N89^{\circ} 46'E$, 53.4 feet, along the North line of the Southeast Quarter of the Northwest Fractional Quarter, thence $S10^{\circ} 32'E$, 420.17 feet, thence $S3^{\circ} 30'W$, 499.9 feet, thence $N53^{\circ} 00'W$, 124.8 feet, thence North along the West line of the Southeast Quarter of the Northwest Fractional Quarter, 836.7 feet to the point of beginning.

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION
2; AND BEGINNING AT THE SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF SAID SECTION 2, THENCE EAST ON
THE SOUTH LINE OF SAME TO A POINT 5 AND 5/7 RODS
EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER, THENCE NORTH 112 RODS TO A
POINT 48 RODS SOUTH OF THE EAST AND WEST HALF SECTION
LINE, THENCE WEST 85 AND 5/7 RODS TO THE INTERSECTION
OF THE NORTH AND SOUTH HALF SECTION LINE THENCE SOUTH
ALONG SAID HALF SECTION LINE TO BEGINNING, ALL BEING
IN TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P. M.,
MARSHALL COUNTY, IOWA, FROM JUNE 15, 1978 AT 8:00 A. M.

NUMBER 59

CITY OF MARSHALLTOWN, IOWA,
BY STANLEY E. BROWN, MAYOR,
BY MARY SKARTVEDT, CITY CLERK,
BY AUTHORITY OF ITS CITY COUNCIL,
AS THEIR VOLUNTARY ACT AND DEED AND THE
VOLUNTARY ACT AND DEED OF THE CORPORATION,
BY IT VOLUNTARILY EXECUTED

LIMITED EASEMENT
FILED April 16, 1986
DATED March 25, 1986
CONS. \$--(Less than \$500
NOTARY PUBLIC
MICRO-FILE 4758-1985-6

TO

JASPER COUNTY WATER ASSOCIATION
D/B/A CENTRAL IOWA WATER ASSOCIATION

Parcel #2

RE: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 84 NORTH,
RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AND BEGINNING AT
THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE
EAST ON THE SOUTH OF SAME TO A POINT 5 5/7 RODS EAST OF THE SOUTHEAST
CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH
112 RODS TO A POINT 48 RODS SOUTH OF THE EAST AND WEST HALF SECTION LINE
THENCE WEST 85 5/7 RODS TO THE INTERSECTION OF THE NORTH AND SOUTH HALF
SECTION LINE, THENCE SOUTH ALONG THE HALF SECTION LINE TO BEGINNING,
SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

"... hereby grants, sells, transfers and conveys to Jasper County Water Association d/b/a Central Iowa Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owners, LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and

2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of 30 feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

... Where practicable, said pipeline shall be placed within 15 feet from and adjacent to existing road rights-of-way; provided, however, that grantee may deviate from said course to avoid natural and/or man-made barriers or obstructions."

City Seal and Corporate Acknowledgment Attached.

* * * * *

NUMBER 47

FILED DECEMBER 7, 1995
MICRO-FILE #9603212

Parcel #13
↓
LIMITED EASEMENT

NO.: 362-84-18-3-B

A parcel described as commencing at the NE corner of the SE ¼ of the NE frac. ¼, section 3, township 84 north, range 18 west of the 5th P.M., Marshall County, Iowa, and point of beginning, thence S 0 03' 00" W 1064.25' along the E line of said section 3, thence N 52 57' 18" W 1064.05', thence N 37 02' 42" E 850', thence S 52 57' 16" E 423.64' to the point of beginning.

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to CENTRAL IOWA WATER ASSOCIATION, ("Association"), its successors or assigns, a perpetual easement in, to, and running with such real estate,--together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of thirty feet, the centerline of which will be the waterlines and appurtenances. The Association shall comply with all Federal, State, and local governmental requirements and verbal requests of any owner or agent of any owner prior to initial construction relating to airport operation. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to the installation, repair or maintenance of its property. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Association agrees to restore, reseed, and maintain all areas disturbed by this construction to original conditions as nearly as possible, including initial installation.

Association shall relocate at no cost to owner said water main lines and appurtenances upon request if said main lines conflict with future airport facility improvements.

MARSHALL COUNTY ABSTRACT CO.

Association and its contractors shall notify the Airport Administration and receive approval to enter easement area prior to all construction and maintenance activities.

MARSHALLTOWN, CITY OF

(By:) T.R. THOMPSON, JR.

T.R. Thompson, Jr.

Mayor

Date: 11-15-95

SEAL

Attest MARY SKARTVEDT

Mary Skartvedt

City Clerk

Corporate acknowledgment before Notary Public attached.

* * * * *

NUMBER 48

FILED DECEMBER 19, 1995

MICRO-FILE #9603404

CERTIFICATE

STATE OF IOWA)

COUNTY OF MARSHALL)

I, Martha Grimes Isaacson, County Auditor of said County do hereby certify that as County Auditor I have in my possession and under my control, the official proceedings of the Marshall County Board of Supervisors; that I certify the foregoing papers to which this certificate is attached are true and correct extracts of records pertaining hereto.

a. Extract, Board of Supervisors Proceedings, Nov. 2, 1981 Regular Session, on the Resolution accepting Plat of the Airport Subdivision.

Dated at Marshalltown, Iowa this 2nd day of February, 1995.

Signed

MARTHA GRIMES ISAACSON

Martha Grimes Isaacson

SEAL

Marshall County Auditor

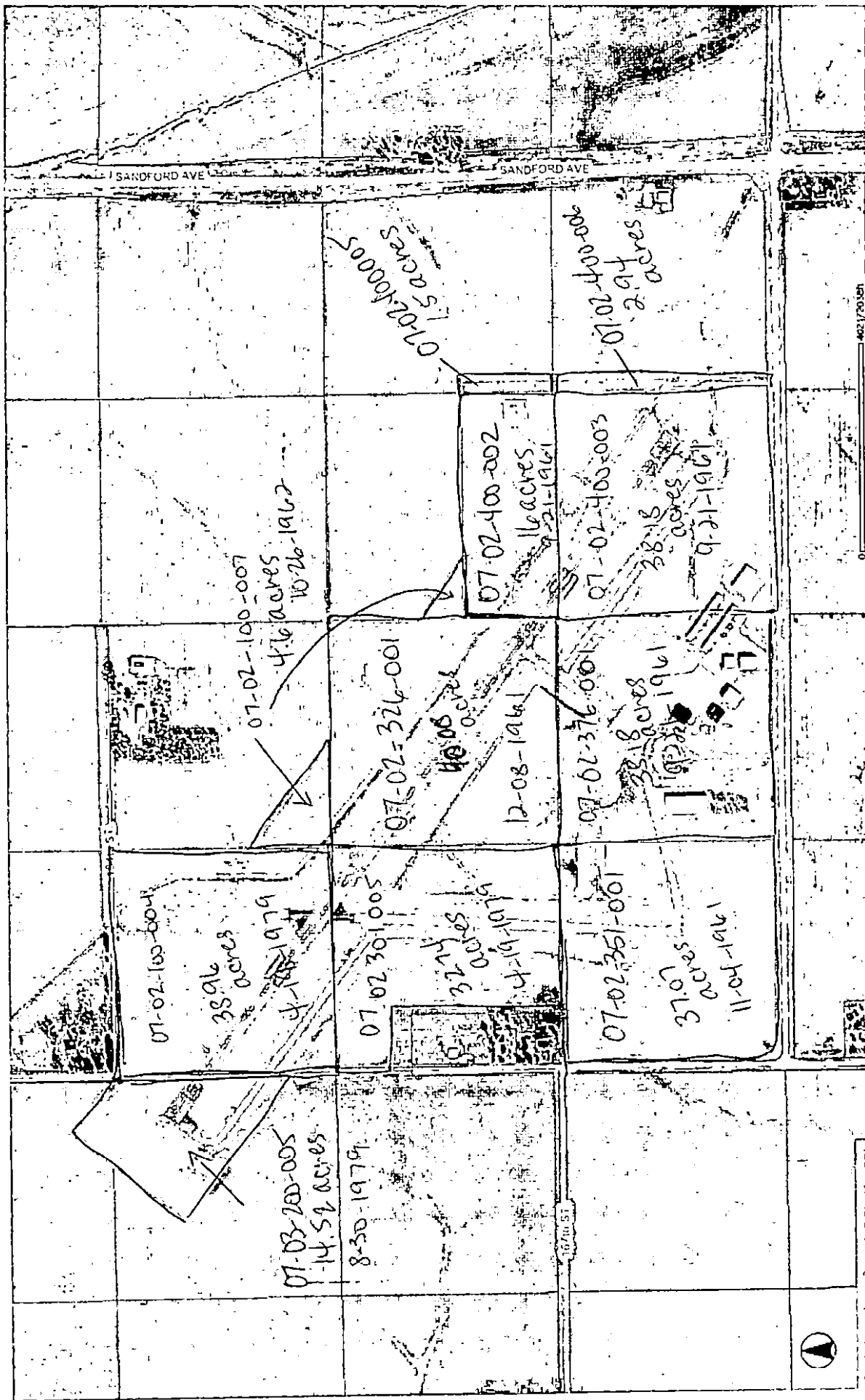
BOARD OF SUPERVISORS PROCEEDINGS

November 2, 1981

REGULAR SESSION

The Board met in Regular Session on November 2, 1981 at 2:30 p.m. with all members present.

MARSHALL COUNTY ABSTRACT CO.



264.69 total acres

MARSHALLTOWN

— I O W A —

DEPARTMENT OF PUBLIC WORKS

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

September 28, 2020

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

From: Justin Nickel, P.E.
Public Works Director

Re: Derecho Debris Clean Up and Compost Facility Fees

Policy Issue: None

Recommendation:

Staff recommends ending on-demand/call-in debris clean-up by October 30, 2020.

Staff recommends charging standard compost fees beginning on November 1, 2020.

Background: Public Works Street crews have been collecting debris with overtime required each week since August 10th. Starting on September 28th, no more overtime will be put towards debris removal from the terrace. The department will continue to collect debris on-demand for the immediate future. This will work out to have one-day each week when Public Works crews will respond to a list of addresses who have reported their debris on the curb by calling 641-754-5734. This provides for the free disposal of tree debris from the derecho. Here are things to consider regarding Street Department operations:

- Street Department staff have other duties that have not occurred, like line painting, gravel maintenance, pothole maintenance, levee maintenance, street sweeping, crack sealing and sign replacements;
- Winter preparation of equipment needs to occur; once equipment is prepped for snow it will need modifications to switch back to debris hauling

The Compost Facility has been available free of charge since August 10, 2020. The compost facility is staffed by seasonal employees and the typical compost season ends in November or December, dependent on winter weather. Here are things to consider regarding the operations of the Compost Facility:

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



- Future debris is not going to be FEMA-eligible for reimbursement;
- Debris is transitioning to green, new removals and will continue to transition to leaves and other fall vegetation that was not part of the derecho;
- Facility hours will need to adjust based upon daylight savings time/dusk to ensure safety of the employee and the public;

Budget Impact: At least \$600 per week in wages (does not include benefits) for attendant and does not include Street Department staff time. Compost is a deficit fund each year, so new revenue sources will need to be identified for future operations.

Attachment: None.

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin

