

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
MARCH 8, 2021, 5:30 PM

GO-TO MEETING Mon, Mar 8, 2021 5:30 PM - 7:30 PM (CST)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/556475885>

You can also dial in using your phone. United States: +1 (571) 317-3122
Access Code: 556-475-885

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

Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years Of Service - November And December

Years of Service – November

Attending and Being Recognized:

Curtis Raue - 10 years
Josh Warnell - 10 years
Esmeralda Armas - 5 years
Diana Steiner - 5 years

Not able to make it:

Brenda Welton - 30 years
Jim Trowbridge - 20 years
Dave Daters - 10 years
Ted Smith - 10 years
Rick Weitzell - 10 years

Years of Service – December

Attending and Being Recognized:

Geri Larson - 25 years
Cody Schmidt - 5 years
Wyatt Shelangoski - 5 years
Tanner Hunt - 5 years

Not able to make it:

Bob Ranson - 25 years
Eric Siemens - 10 years

F. CONSENT AGENDA

1. APPROVE MINUTES 02/22/21 MEETING AND BILL LIST \$908,806.67

Documents:

[2021-02-22 Council Minutes.pdf](#)
[03-08-2021_BILL LIST Summary.pdf](#)
[02-22-2021_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWAL-HY-VEE FOOD & DRUGSTORE,
802 S CENTER ST

3. RE-APPOINT RAYMOND STARKS TO THE BOARD OF ADJUSTMENT

4. RESOLUTION 2021-048 AUTHORIZING THE CITY OF MARSHALLTOWN TO
SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S
TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY
GRANT APPLICATION, CONTRACT PERIOD OCTOBER 1, 2021 –
SEPTEMBER 30, 2022

Documents:

[RES Appv GTSB GRANT APPLICATION 2021 2022.pdf](#)
[MPD GTSB FFY 2022 Application Memo.pdf](#)

5. RESOLUTION 2021-049 APPROVING CONTRACT CHANGE ORDER #1
FOR 4TH STREET & MEADOW LANE STORM SEWER ENHANCEMENT
PROJECT #SMW17001, A DECREASE OF \$112,140.00

Documents:

[03-08-2021_2021-049_Resolution Approving CO 1 for
SMW17001.pdf](#)
[SMW17001 Memo 4th and Meadow Ln Storm Sewer CO1.pdf](#)
[SMW17001 4th- Meadow Ln ChangeOrder1 Signed by Contractor.pdf](#)

6. RESOLUTION 2021-050 AUTHORIZING AN AGREEMENT BETWEEN
BRINDLEE MOUNTAIN FIRE APPARATUS AND THE CITY OF
MARSHALLTOWN FOR THE ADVERTISING AND SALE OF A 1992 PIERCE
AERIAL FIRE TRUCK AND A 2004 PIERCE PUMPER

Documents:

[03-08-2021_2021-050_Resolution Brindlee Mountain 2021.pdf](#)
[Brindlee Mountain Marketing Agreement L-175.pdf](#)
[Brindlee Mountain Marketing Agreement E-171.pdf](#)

7. RESOLUTION 2021-051 ORDERING CONSTRUCTION OF THE PICKLEBALL POCKET PARK PROJECT PRK20002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[03-08-2021_2021-051_PRK20002_Resolution Order Construction Pickleball Pocket Park.pdf](#)
[03-08-2021_2021-_Memo on Order Construction Pickleball Pocket Park, PRK20002.pdf](#)
[03-08-2021_2021-_PRK20002 OFFICIAL NOTICE OF HEARING AND LETTING \(003\).pdf](#)
[PRK-20002- Pickleball Pocket Park_EJCDC Front End Documents.pdf](#)
[PRK-20002_Marshalltown Pickleball Pocket Park Final Plan Set_Signed.pdf](#)
[PRK-20002_Marshalltown Pickleball Pocket Park_EJCDC Bid Documents_02-25-2021_Signed.pdf](#)

8. RESOLUTION 2021-052 DIRECTING THE DISTRIBUTION OF SALE PROCEEDS FROM THE SALE OF LOTS IN THE SOUTHRIDGE ESTATES SUBDIVISION

Documents:

[Res Southridge Sale Proceeds.pdf](#)

9. RESOLUTION 2021-053 APPROVING QUOTE AND AWARD TO NIKKEL & ASSOCIATES INC. FOR THE UPGRADING OF VOLTAGE FOR WATER POLLUTION CONTROL PLANT IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$47,330.00

Documents:

[WPC Res accept quote.pdf](#)
[NAI Proposal.pdf](#)
[Memo to Council 25 kv upgrade.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE BEER GARDEN AT RIVERVIEW PARK FOR THE MIDWEST ANNUAL PARANORMAL SYMPOSIUM 8/20/21-8/22/21

City Ordinance 93.007 Alcoholic Beverages, (2) Beer gardens as permitted by the Park and Recreation Department, with City Council approval.

Documents:

[03-08-2021_MOTION_Beer Garden Approval.pdf](#)

H. REPORTS

1. MARSHALL COUNTY ARTS & CULTURE ALLIANCE UPDATE
Amber Danielson, Executive Director

I. **RESOLUTIONS**

1. RESOLUTION 2021-054 SELECTING PURCHASER FOR SEWER REVENUE REFUNDING BONDS, SERIES 2021 AND AUTHORIZING REDEMPTION OF OUTSTANDING SEWER REVENUE BOND, SERIES 2015

Documents:

[03-08-2021_2021-054_Resolution
SelectPurchaserandRedemption2021SewerRevRfdgMarshalltown422742
-43-v1.pdf](#)
[Sale of Sewer Revenue Bond Series 2021 and Award Memo.pdf](#)

2. RESOLUTION 2021-055 SETTING DATE FOR A PUBLIC HEARING ON DESIGNATION OF THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6 AND ON URBAN RENEWAL PLAN

Documents:

[03-08-2021_2021-055_Set DateHrng UR
AreaNo.6Marshalltown422742-42-v1.pdf](#)
[03-08-2021_2021-055_City of Marshalltown Urban Renewal Plan No 6
FINAL.pdf](#)

3. RESOLUTION 2021-056 SETTING PUBLIC HEARING FOR AN AMENDMENT TO THE ZONING ORDINANCE TN TRADITIONAL NEIGHBORHOOD DISTRICT

Documents:

[03-08-2021_2021-056_Resolution to Set Public Hearing for Zoning
Ordinance Amendment_TN.pdf](#)
[03-08-2021_2021-056_Memo_Set Public Hearing for Zoning
Ordinance Amendment_TN.pdf](#)

4. RESOLUTION 2021-057 SETTING PUBLIC HEARING TO REZONE THE PROPERTY AT 412 EAST MERLE HIBBS BLVD TO CC COMMUNITY COMMERCIAL

Documents:

[03-08-2021_2021-057_Resolution to Set Public Hearing for Rezoning
of 412 E Merle Hibbs Blvd.pdf](#)
[03-08-2021_2021-057_Memo_Set Public Hearing for Rezoning of 412
E Merle Hibbs Blvd.pdf](#)

5. PUBLIC HEARING AND RESOLUTION 2021-058 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 6TH STREET SOFTBALL PARKING LOT IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK21001

Documents:

[03-08-2021_PRK21001 Res Approve Plans, Specs.pdf](#)
[PRK21001 Memo to Order Construction.pdf](#)

J. ORDINANCES

1. ORDINANCE 15013 AMENDING ORDINANCE NO. 14215 TO ADD PROPERTIES TO THE LEGAL DESCRIPTION OF PROPERTY INCLUDED IN MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2
2ND READING

Documents:

[03-08-2021_ORD_15013_Amending Ord 14215 to Add Properties to UR Area No. 2 \(2nd Reading\).pdf](#)

1. ORDINANCE 15014 AN ORDINANCE APPROVING THE REZONING OF 802 E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL
2ND READING - 3/8/21
3RD READING AND PUBLIC HEARING - 3/22/21

Documents:

[02-22-2021_ORDINANCE_15014_ORD 802 E Southridge Rezoning.pdf](#)
[02-22-2021_ORDINANCE_15014_MEMO 802 E Southridge Rezoning.pdf](#)
[02-22-2021_ORDINANCE_15014_802 E Southridge Rezoning Application.pdf](#)
[02-22-2021_ORDINANCE_15014_802 E Southridge Rezoning Original Sugar Creek PUD.pdf](#)

2. ORDINANCE 15015 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS
1ST READING - STAFF REQUEST WAIVER OF 2ND AND 3RD READINGS

Documents:

[15015 ORDINANCE SIGNS CH 76 NEW SCHEDULES Stop Signs.pdf](#)

K. DISCUSSION

1. DISCUSSION - FIREWORKS FUNDING REQUEST

Documents:

[03-08-2021_DISCUSSION_Fireworks Funding Request.pdf](#)

2. Discussion Of Vacant Building Ordinance

Documents:

[03-08-2021_DISCUSSION_Vacant Building Ordinance.pdf](#)

3. Disposal Of City Parcel Adjacent To West Merle Hibbs

Documents:

[Memo on WMH Parcel.pdf](#)

L. PUBLIC COMMENT

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

M. CLOSED SESSION - REAL ESTATE

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

N. ADJOURN

MISSION STATEMENT

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

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

COUNCIL PROCEEDINGS
February 22, 2021

Council person, Al Hoop called the meeting to order at 5:34 PM, February 22, 2021, at the City Hall Council Chambers, 10 W State Street and led the pledge of allegiance. Roll call—Present in person: Hoop, Gowdy, Isom, Ladehoff, Thompson, By phone: Martin, Wirin. Mayor Greer resumed the meeting via Go-To Meeting. Fire Chief David Riersen led the promotional ceremony for Captain Nathan White and Lieutenant Curtis Raue. Nathan White was also recognized for 15 years of service. City Administrator Jessica Kinser recognized Michelle Spohnheimer for 20 years of service. Mike Ladehoff commended Police Chief Tupper for his editorial article regarding racism.

CONSENT AGENDA

Motion by Wirin, second by Isom to adopt the consent agenda less item 12: APPROVE MINUTES 02/08/21 AND 02/15/21 MEETING AND BILL LIST \$1,584,201.85; RECEIPT OF BUILDING PERMIT REPORT, JANUARY 2021; APPROVE JANUARY 2021 MONTHLY FINANCIAL STATEMENTS; APPROVE LIQUOR LICENSE RENEWALS FOR KWIK STAR #706, 810 S 3RD AVE, CASEY'S GENERAL STORE #1441, 1402 S 12TH AVE, DAVE'S, 207 E MAIN ST; APPROVE CHANGE OF OWNERSHIP LIQUOR LICENSES - DOLLAR GENERAL STORES #2019, 408 S 9TH ST & #4206, 2413 S CENTER ST; RESOLUTION 2021-035 APPROVING CONTRACT CHANGE ORDER #6 FOR THE MANHOLE & POINT REPAIR PROJECT; RESOLUTION 2021-036 APPROVING AN EASEMENT TO INTERSTATE POWER AND LIGHT COMPANY FOR THE INSTALLATION OF A COMMUNICATION SYSTEM; RESOLUTION 2021-037 ORDERING CONSTRUCTION OF THE 6TH STREET SOFTBALL PARKING LOT IMPROVEMENTS PROJECT PRK21001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2021-038 TO APPROVE CRRSAA ACT GRANT AGREEMENT #SF-424 FOR OPERATIONAL EXPENSES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT; RESOLUTION 2021-039 AUTHORIZING LOAN TO URBAN RENEWAL AREA NO. 2 TAX INCREMENT REVENUE FUND; RESOLUTION 2021-040 APPROVING AN ECONOMIC DEVELOPMENT GRANT TO MARSHALLTOWN COMPANY FOR THE DEMOLITION OF DUNHAM-BUSH BUILDING AT 811 EAST MAIN STREET; RESOLUTION 2021-042 APPROVING CONTRACT CHANGE ORDERS #70-72 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, A DECREASE OF \$76.14. Motion carried 7-0.

Motion by Thompson, second by Isom to adopt RESOLUTION 2021-041 APPROVING OFFERS TO BUY REAL ESTATE FOR THE PURCHASE OF 328 AND 330 SOUTH 3RD AVENUE. Thompson congratulates the sellers and the City for agreeing on the sale and demolition of this site. Motion carried 7-0.

RESOLUTIONS

Motion by Isom, second by Thompson to adopt RESOLUTION 2021-043 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE FINAL CLARIFIER

PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. WPC20001 IN THE AMOUNT OF \$1,064,000.00. Motion carried 7-0.

Motion by Martin, second by Gowdy to adopt RESOLUTION 2021-044 SETTING PUBLIC HEARING PRIOR TO APPROVING THE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022 AND CERTIFYING THE PROPERTY TAX LEVY. Diana Steiner, Finance Director, presented updated budget forms. Changes may be recommended at the public hearing on 3/22 as long as the levy and expenditures are lower than the published figures. Motion carried 7-0.

Motion by Isom, second by Gowdy to adopt RESOLUTION 2021-045 SETTING PUBLIC HEARING PRIOR TO APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE FISCAL YEARS ENDING JUNE 30, 2021-2025. A public hearing is set for 3/22. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:13 pm for the EXPRESSING INTENT TO ENTER INTO A SEWER REVENUE REFUNDING LOAN AGREEMENT. No public comments were received. Mayor Greer closed the public hearing at 6:14 pm. Motion by Martin, second by Ladehoff to adopt RESOLUTION 2021-046 EXPRESSING INTENT TO ENTER INTO A SEWER REVENUE REFUNDING LOAN AGREEMENT. Diana Steiner, Finance Director, advised the bond refunding will result in an estimated savings of \$200,000. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:15 pm for ADOPTING THE 2021 AMENDMENT TO THE PLAN FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2. No public comments were received. Mayor Greer closed the public hearing at 6:17 pm. Motion by Isom, second by Gowdy to adopt RESOLUTION 2021-047 ADOPTING THE 2021 AMENDMENT TO THE PLAN FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2. Jessica Kinser, City Administrator, advised the amendment would add 201 E Anson St and 306 W High St to Urban Revitalization Area No. 2. Motion carried 7-0.

ORDINANCES

Motion by Isom, second by Ladehoff to adopt the third reading of ORDINANCE 15010 ADOPTING THE 2020 NATIONAL ELECTRIC CODE. Motion carried 7-0.

Motion by Isom, second by Thompson to adopt the first reading of ORDINANCE 15013 AMENDING ORDINANCE NO. 14215 TO ADD PROPERTIES TO THE LEGAL DESCRIPTION OF PROPERTY INCLUDED IN MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2. Motion carried 7-0.

Motion by Isom, second by Gowdy to adopt the first reading of ORDINANCE 15014 AN ORDINANCE APPROVING THE REZONING OF 802 E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL. Michelle Spohnheimer, Housing and Community Development Director, advised the Plan Zoning Commission has reviewed and recommends the approval of the request to rezone this property to R-2A to ensure consistency with the property to the East. This property has been purchased with the intent to build a single-family home. Motion carried 7-0.

DISCUSSION

Jessica Kinser, City Administrator, advised we are scheduled to close on the Southridge Estates property on March 8th resulting in approximately \$128,000 in sale proceeds. Discussion on depositing funds to Council-designated local option sales tax (LOST), offsetting a portion for the new home incentive, creating a new fund in support of housing, or designating a portion to the Marshalltown Community Development Corporation were reviewed. Ladehoff inquired about earmarking funds for the Splash Pad project. Public comment: Mark Eaton, 1007 S 10th Ave, agrees with Isom and Thompson that funds should be deposited to Council-designated LOST. Motion by Isom, second by Martin to deposit the sale proceeds from Southridge Estates to Council-designated local option sales tax. Motion carried 5-2, Hoop and Ladehoff dissenting.

Michelle Spohnheimer, Housing and Community Development Director, recommended combining the Zoning Ordinance project related to the Downtown Design Guidelines and the creation of the mixed-use district of the Highway 14 Corridor with the comprehensive Zoning Ordinance Rewrite into a single review and approval process. This will prevent adopting changes only to review them as part of the comprehensive rewrite. There will be many opportunities for input throughout the process. Michelle sees no negative impact on combining these projects. There is a Zoning Ordinance Update presentation on 2/25 at 2 pm via Go-To Meeting.

Jessica Kinser, City Administrator, presented an RFP for real estate services for the sale of lots in the Edgewood Subdivision. There is some interest in the property. The preliminary plat goes to the Planning & Zoning Commission on 3/11. The lots will not be available for closing until late 2021. Since there are around 45 acres of land she recommends using a realtor for this listing. Public comment: Mark Eaton, 1007 S 10th Ave, doesn't agree with hiring a real estate agent since people are contacting the Chamber about this and they have real estate posted on their website and we have an attorney to file the paperwork.

PUBLIC COMMENT

Mark Eaton, 1007 S 10th Ave, commented the city has suspended many building codes as a result of the derecho. The council just adopted an electrical code with many new updates, he inquired if the city will be enforcing this code or suspending it.

The meeting adjourned at 6:46 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 03/08/22**Advertising**

Trending.Media/2 176.00

Consulting & Professional Fees

Bernie.Lowe/2 75.10
Bernie.Lowe.Asc/1 364.81
Bolton&Menk.Inc/2 10,465.30
CGA.Assoc/12 39,239.73
Eide.Bailly.LLP/1 1,300.00
Great.Wstrn.Bnk/1 95.90
Howard.R.Green/1 594.00
Iowa.One.Call/4 76.90

Contracts

A.S.I.Signage/2 508.00
Aramark.Unfrm/8 43.64
ARL/1 4,333.33
BDH/10 6,104.34
Bobcat.Ames/1 4,230.79
Boulder.Contrac/1 2,995.30
CIVICPLUS.INC/2 9,947.81
Entenmann.Rovin/2 155.50
Fisher.Comm.Ctr/1 8,333.33
Great.Wstrn.Bnk/3 359.00
GTG.Architects/1 3,832.52
HANSEN,J/3 1,234.00
Ia.Div.Labor/2 595.00
Koch.Office/3 145.72
Marsh.Co.Landfi/1 15.40
MRI.Software/1 33.00
Premier.Equip/2 98.49
Racom.Corp/1 324.00
Region 6/3 1,525.25
RICOH.USA.INC/4 99.00
SAFETY.KLEEN/1 411.85
Schendel.Pest.C/1 42.50
Servicemaster/1 805.00
Siemens.Indust/4 7,074.00
Stone.Sanit/9 1,434.30
Tele.Difference/1 1,680.00
Temp.Associates/4 1,461.80
Thorp,R/2 8,910.66
Weideman, M/1 65,994.83
Xerox.Corp/3 132.45

Debt Service

CRBT/2 8,707.57

Library Books

Great.Wstrn.Bnk/22 587.70

Medical

Bernie.Lowe/2 900.05
HARTFORD.ACCTS/2 13,722.43
Hunterland LLC/2 1,066.33
Morneau, S/3 1,163.34

Payroll.Deductions

IA.Treasurer/1 86.00

Payroll.Net

Payroll/1 310,768.54

Refund/Reimbursed

GOODING.B/1 851.07
Great.Wstrn.Bnk/20 283.74
IA.Treasurer/1 14.00
Lincoln Towers/1 788.48
Netolicky, J/1 73.92
IA Homeland/2 8,500.00

Rents/Leases

Ackley.Housing/4 686.00
ALCALA,R/1 184.00

AMES,STEVEN/22 6,550.00
Bahr,Larry/1 271.00
Barnes,L/2 535.00
BJ&J.LLC/1 257.00
BLOOD,A/2 706.00
Borota,K/2 592.00
BOULDER.COOP.HS/4 971.00
Brodin,C/1 132.00
Brown,B/2 799.00
Bryngelson.Corp/2 702.00
Buckaroo.LLC/2 689.00
Bunch, John/1 278.00
Burr,Robert/2 635.00
Charlier,Q/1 133.00
Chilton,M/1 450.00
CIRSI/8 763.00
CMHC.INVEST/1 247.00
DC Brown Rental/1 207.00
Double.D.Entrp/1 423.00
Eakin,R/1 182.00
ECKLOR,S/3 753.00
Elwayne.Inc./4 1,270.00
EPM IA LLC/2 544.00
Etter, W/1 482.00
Eubanks,C/3 821.00
Frazier,J/1 170.00
Frese.Propts/3 817.00
Friendly.Valley/4 556.00
Gonzales,G/1 528.00
Gossard.Mobile/1 284.00
Grant.Park.LLC/19 4,764.00
Gray,D/1 550.00
Hala,J/3 870.00
HARRIS,T/1 324.00
Hatch,J/1 475.00
Hatch,R/5 2,019.00
Henricksen,H/1 208.00
HESSENIUS,R/2 281.00
Hilltop.Village/5 768.00
HOBSON,W/1 164.00
Hodges,K/1 294.00
Hsg.St.Cloud/1 462.00
HUBBARD.MAPLE/2 369.00
Ibarra,S/1 144.00
Iowa.PheasantAp/4 1,056.00
Jared,S/1 162.00
JBI.COOP.Assn/2 431.00
JDL.Rental.Coop/1 845.00
Johnson,S/1 550.00
Judge,M/5 1,960.00
Klinefelter,R/1 450.00
Kowalik, J/1 132.00
Kramer,M/1 119.00
LAWSON,R/2 353.00
Lawthers.Prop.M/2 717.00
LBO Investments/1 360.00
Lopez, Jaime/1 347.00
LUENSE,B/5 1,952.00
Mansager, C/1 175.00
Marion.Manor2/1 559.00
Miller,P/1 148.00
Moore, Michelle/1 517.00
Mtn/Westown/23 4,668.00
MURPHY,P/1 188.00
NAUGHTON,R/1 825.00
Nelson,L/2 535.00
Nichols,T/1 237.00
North.Tama.Hsg/2 291.00
Oetker,D/5 1,061.00

Palisade.Holdng/1	143.00	Sierra, Glorivy/1	76.00
Park.Elms,LLC/2	241.00	Tama.Co.Recordr/1	7.00
Pilot.Creek/1	152.00	Thomas, Earl/1	7.00
Premier.RE.Mgmt/8	4,239.00	Supplies/Parts	
PYLE,D/1	347.00	Accurate Hydrau/1	1,400.00
RD.Toledo,LLP/2	844.00	Adland.Engrvg/6	769.30
Ream,AJ/1	415.00	Advance.Garage./1	715.00
Reed,T/7	2,569.00	Airgas.U.S.A./1	89.65
River.Birch/3	1,413.00	Arnold.Motor.Su/35	1,126.67
River.Oaks/9	3,992.00	BDH/5	1,113.90
Rush,R/1	195.00	C.H.McGuiness/1	558.55
S.E.Invst/2	649.00	City.Laundering/6	350.82
Schmidt,M/1	418.00	Cntrl.IA.Machin/1	420.12
SCOTT,L/1	434.00	Cummins.Service/2	739.62
SESKER,R/1	182.00	Eastern.Blinds/1	320.00
Specht,D/1	412.00	Fastenal.Co/1	30.67
Specht,G/1	255.00	FIRSTNET.ATT/1	835.60
Squire,B/1	194.00	Galls.LLC/6	516.78
Steelsmith,G/3	696.00	Gervich.Sons/5	2,001.20
Stone, Sarah/1	491.00	Gillig.LLC/1	22.43
Sunrise.Apt/2	131.00	Great.Wstrn.Bnk/146	20,180.38
Switzer,T/2	888.00	Hawkins Inc/1	3,602.10
Tallcorn.Tower/20	5,507.00	Homeyer, Tyler/1	160.00
Titus,T/2	442.00	Hunter,A/1	125.00
TOWN.APARTMENT/3	288.00	Jensen.Inc/2	207.59
VanVoorst,M/1	228.00	Johnson Feed/1	2,392.50
VC.Investment/7	1,582.00	Keystone.Lab/1	67.00
VEST,L/1	48.00	Kriss.Premium/2	277.49
Warden,R/1	647.00	Marco.Holdings/4	1,050.05
Weatherly.Erin/3	972.00	Menards/20	302.78
Worent.Inc/1	254.00	Midland.Scienti/4	1,101.95
ZA.Properties/1	495.00	Midw.Auto.Fire/1	525.00
ZMOLEK,M/1	253.00	MW Motor Supply/1	486.00
Service/Repairs		Napa.Auto/10	341.75
Airgas.U.S.A./1	38.64	Northern.Lights/2	201.08
Aponte,M/1	27.00	Nutrien.Ag.Sol/7	3,706.55
Arnold.Motor.Su/1	14.70	Office.Express/2	163.44
Century.Link/5	324.00	Racom.Corp/2	151.17
Centurylink.Id/6	9.63	Reliant.Fire.Ap/2	2,010.22
Chavez-Castande/1	46.00	Road.Machinery/1	74.00
Crescnt.Electrc/1	968.00	SE.Jones.Indust/2	780.70
Danner,M/1	7.00	Shetler,D/1	8.00
DLT,SOLUTIONS/1	375.00	Sho.Biz Inc/2	6.68
Eng Oper & Serv/1	1,766.00	Streichers.Inc/2	825.00
FIRSTNET.ATT/6	961.90	Thiesens.Supply/6	119.41
Gale-Hazen,K/1	435.00	Vajgrt.R/2	172.69
Goken, Briana/1	7.00	Vanwall Equip/3	81.92
Great.Wstrn.Bnk/38	4,926.31	Witmer.Public.S/2	417.11
Hannam.Autom/3	1,100.00	WW.Grainger/1	163.72
Hsg.St.Cloud/1	40.65	Travel/Training	
IA.Auditor/1	850.00	Accola,A/1	38.76
IA.Treasurer/2	15,558.00	Great.Wstrn.Bnk/3	80.66
Kastein, Elizab/1	43.00	Utilities	
Manneh, Nancy/1	43.00	Alliant.Energy/57	37,708.87
Marsh.Co.Treas/1	456.00	I.R.U.A./1	154.86
MarshallCo.Abst/3	375.00	Mtn.Wtrwrks/2	114.10
McAtee.Tire/1	30.00	Nutrien.Ag.Sol/6	2,683.23
Mello, Allison/1	29.00	WoodRiver.Enrgy/5	9,176.96
Moran-Million,J/1	33.00	Wage Assignment	
Mtn.Wtrwrks/6	17,418.86	American.Educa./1	64.41
Mustaine's Tow/1	134.00	Collection.Svs./6	1,661.67
Perry, Sarah/1	120.00	Colonial.Life/2	441.50
QMG.Inc./3	295.90	Family Sup Pay/1	152.31
Quick,J/1	180.00	Fidelity.Securt/2	463.74
Racom.Corp/1	93.75	I.R.S./6	85,695.28
Road.Machinery/1	1,036.85	IA.Treasurer/3	18,007.00
Scharnweber.Wtr/1	27.00	ICMA.457/11	29,501.52
Scharpenter,B/1	13.00	TotalAdmin.Serv/6	8,002.30
See, Kerry/1	550.00	Total/974	

908,806.67

BILL LIST 2/22/21

Account Number	Vendor Name	Description (Item)	Amount
Payroll	Payroll	Payroll 4	\$ 305,289.24
001.1010.5132.000	BROWNS SHOE FIT CO	Watson Shoes	\$ 54.03
001.1010.5132.000	Forum Industries Inc	PD Krimmer light weight insulated shell	\$ 96.00
001.1010.5132.000	Forum Industries Inc	PD Tuttle lightweight insulated shell	\$ 274.00
001.1010.5132.000	GALLS LLC	PD Cole shirt and chevrons	\$ 59.37
001.1010.5132.000	GALLS LLC	Weispenning clothing	\$ 57.99
001.1010.5132.000	GALLS LLC	Weispenning clothing	\$ 57.99
001.1010.5132.000	GALLS LLC	Watson	\$ 39.99
001.1010.5132.000	GALLS LLC	Garcia clothing	\$ 231.96
001.1010.5132.000	GALLS LLC	Weispenning clothing	\$ 706.00
001.1010.5132.000	GALLS LLC	Garland clothing	\$ 706.00
001.1010.5132.000	GALLS LLC	PD Heitman pants	\$ 57.99
001.1010.5132.000	GALLS LLC	PD Garcia clothing	\$ 706.00
001.1010.5132.000	Shetler, Dennis	sew on hold protector for badge	\$ 8.00
001.1010.5151.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$ 44.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD general pest control	\$ 45.00
001.1010.5410.000	JENSEN INC	PD 2019 Ford Explorer shifting repairs	\$ 322.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle alignment	\$ 9.60
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 521 2 tires and labor	\$ 50.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle alignment	\$ 9.60
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Nitro tire repair	\$ 30.00
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretation	\$ 530.94
001.1010.5431.000	Zamora, Raquel	interpretation services	\$ 75.00
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 56.40
001.1010.5470.000	ILEA	2 Officers Basic Training/Taser/PIT	\$ 14,200.00
001.1010.5470.000	IOWA PRISON INDUSTRIES	PD Garcia winter clothing	\$ 230.00
001.1010.5470.000	IOWA PRISON INDUSTRIES	PD Garland winter clothing	\$ 230.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 516 mirror adhesive	\$ 3.91
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 503 engine filter	\$ 7.23
001.1010.5565.000	JENSEN INC	PD 2019 Ford Explorer shifting repairs	\$ 181.82
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle alignment	\$ 120.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 521 2 tires and labor	\$ 286.10
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle alignment	\$ 120.00
001.1010.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 3,693.09
001.1010.5600.000	MENARDS	PD 3/8" x 36" Steel Solid Round Rod	\$ 4.49
001.1010.5601.000	ADLAND ENGRAVING CO INC	Dehl MPD recognition plaque	\$ 52.95
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 22.78
001.1050.5132.000	BROWNS SHOE FIT CO	Fire fighter boots	\$ 157.50
001.1050.5132.000	BROWNS SHOE FIT CO	merchandise return	\$ (157.50)
001.1050.5132.000	GALLS LLC	FD Cecak waterproof boots	\$ 157.94
001.1050.5151.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$ 683.62
001.1050.5344.000	BDH INFORMATION TECHNOLOGY LLC	Fire Dept computer battery	\$ 481.50
001.1050.5344.000	XEROX CORPORATION	FD copies and base charge	\$ 44.77
001.1050.5410.000	PLUMB SUPPLY	FD steam shower kit and elements	\$ 1,033.56
001.1050.5410.000	PLUMB SUPPLY	FD steam elements for showers	\$ 839.54
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.51
001.1050.5470.000	MENARDS	FD equipment and EMS and Training	\$ 7.96
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD quarts of power serv diesel	\$ 127.27
001.1050.5565.000	MENARDS	FD trailer parts	\$ 17.24
001.1050.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 83.27
001.1050.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 360.15
001.1050.5600.000	CRESCENT ELECTRIC SUPPLY CO	twist lock plugs	\$ 27.13
001.1050.5600.000	CRESCENT ELECTRIC SUPPLY CO	FD twist lock plugs	\$ 81.39

001.1050.5600.000	MENARDS	FD bolts and hinges	\$	28.70
001.1050.5600.000	MENARDS	FD bits and blades for jig saw	\$	168.36
001.1050.5600.000	MENARDS	FD equipment and EMS and Training	\$	47.96
001.1050.5600.000	MENARDS	FD equipment and EMS and Training	\$	13.99
001.1050.5630.000	AIRGAS USA, LLC	FD oxygen	\$	25.00
001.1050.5630.000	Bound Tree Medical LLC	FD recovery oxygen mask kit for animals	\$	442.91
001.1050.5630.000	Bound Tree Medical LLC	FD Airway tubes	\$	75.58
001.1050.5630.000	MENARDS	FD equipment and EMS and Training	\$	58.40
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.1070.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	31.20
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.1071.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	40.79
001.1071.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	33.59
001.1072.5151.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	10.82
001.1075.5261.000	DEVIG, TAYLOR	tractor hours	\$	650.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$	20.00
001.1075.5261.000	DEVIG, TAYLOR	817 N 4th Ave tree debris removal	\$	90.00
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals	\$	357.50
001.1075.5262.000	DEVIG, TAYLOR	711 W Main St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	811 W Nevada St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	107 S 13th St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	32-34 W Main St twice	\$	65.00
001.1075.5262.000	DEVIG, TAYLOR	101 W Main St	\$	65.00
001.1075.5262.000	DEVIG, TAYLOR	408 S 9th St	\$	65.00
001.1075.5262.000	DEVIG, TAYLOR	11 N 3rd Ave	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	308 Bromley St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	306 Bromley st	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	302 Bromley St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	109 S 12th St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	118 S 10th St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	309 Bromley St	\$	32.50
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals	\$	357.50
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals	\$	357.50
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals 1/24/21	\$	357.50
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals 1/27/21	\$	357.50
001.1075.5262.000	DEVIG, TAYLOR	City owned snow removals 2/1/21	\$	357.50
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.1075.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	40.08
001.1099.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$	2,130.14
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	3,657.83
001.2020.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	125.96
001.2030.5151.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	3.61
001.2040.5151.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	21.65
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Managers fee	\$	642.00
001.2080.5410.000	Dans Overhead Doors	Airport hanger #34	\$	4,835.00
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport January ground maintenance	\$	2,721.25
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Airport January internet	\$	30.05
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	\$	283.11
001.2080.5565.000	ARNOLD MOTOR SUPPLY LLP	Airport -Norplex grease returned	\$	(38.90)
001.2080.5565.000	ARNOLD MOTOR SUPPLY LLP	Airport -Norplex grease	\$	38.12
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Airport diesel fuel	\$	356.80
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Airport diesel fuel	\$	490.28
001.2080.5600.000	MARSHALLTOWN AVIATION INC	Airport Arnold Motor invoices	\$	106.14
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$	58.04
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	Library services for February	\$	1,772.00

001.4010.5342.000	STONE SANITATION	Library services	\$	115.56
001.4010.5344.000	OCLC, INC	cataloging and metadata subscription	\$	939.15
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	library copies 12/30/20-01/29/21	\$	4.95
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.25
001.4010.5605.000	Culligan Water of Boone	Library bottled water	\$	21.15
001.4010.5605.000	Sho Biz Inc dba Minuteman	Thank you cards with envelopes	\$	37.95
001.4010.5611.000	CRESCENT ELECTRIC SUPPLY CO	Library lights	\$	2,061.43
001.4010.5611.000	CRESCENT ELECTRIC SUPPLY CO	Library lights	\$	88.74
001.4010.5611.000	WW GRAINGER	Library exhaust fan motor	\$	97.84
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	29.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	16.11
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	16.77
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	61.01
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	25.46
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	37.26
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	11.97
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	12.00
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	15.12
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	222.27
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	29.98
001.4010.5731.000	OVERDRIVE,INC.	library periodicals	\$	401.40
001.4010.5731.000	OVERDRIVE,INC.	library periodicals	\$	328.01
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	300.31
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.56
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	204.14
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.55
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.90
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	19.90
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	8.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	29.47
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.65
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	83.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.40
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	421.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Large Type book	\$	18.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	21.57
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.12
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	45.66
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.78
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	59.92
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	30.66
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novels	\$	173.93
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	45.20
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	75.56
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	55.12
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	73.85
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	5.39
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.17
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	29.67
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	70.53
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novel	\$	14.97
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.09
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.67
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.56
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.60
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	30.77
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	23.39
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	103.09
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novel	\$	17.97

001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	83.96
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.68
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.81
001.4010.5732.000	BAKER & TAYLOR INCORP	Large type book	\$	16.80
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	29.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	77.96
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	99.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	38.07
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	12.87
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	45.89
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.34
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	44.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	5.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.53
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	81.84
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.36
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	16.19
001.4010.5732.000	BAKER & TAYLOR INCORP	large print books	\$	34.80
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.60
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	30.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.00
001.4010.5732.000	BAKER & TAYLOR INCORP	large type book	\$	18.00
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	81.40
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.09
001.4010.5732.000	BAKER & TAYLOR INCORP	large type books	\$	35.78
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	18.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.59
001.4010.5732.000	BOOK FARM	juvenile books	\$	4,619.18
001.4010.5732.000	BRODART CO	juvenile books	\$	379.73
001.4010.5732.000	BRODART CO	juvenile books	\$	302.83
001.4010.5732.000	BRODART CO	juvenile books	\$	100.90
001.4010.5732.000	BRODART CO	juvenile books	\$	110.39
001.4010.5732.000	BRODART CO	juvenile books	\$	43.65
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction books	\$	56.98
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction books	\$	80.96
001.4010.5732.000	CENGAGE LEARNING INC	large print books	\$	89.21
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction book	\$	26.24
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction book	\$	24.74
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or no fiction book	\$	20.99
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction books	\$	80.56
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction books	\$	111.71
001.4010.5732.000	CENGAGE LEARNING INC	large type books	\$	80.97
001.4010.5732.000	CENGAGE LEARNING INC	large typed books	\$	117.70
001.4010.5732.000	CENGAGE LEARNING INC	adult fiction or non fiction books	\$	48.98
001.4010.5732.000	CENTER POINT LARGE PRINT	large print books	\$	44.02
001.4010.5732.000	CENTER POINT LARGE PRINT	large print books	\$	244.75
001.4010.5732.000	FINDAWAY WORLD LLC	Juvenile audio books	\$	219.95
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	255.95
001.4010.5732.000	MICROMARKETING LLC	adult audio books	\$	179.98
001.4010.5732.000	MICROMARKETING LLC	adult audio book	\$	40.00
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	24.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	34.99
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	75.00
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	19.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	40.00
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	39.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	36.99
001.4010.5732.000	MICROMARKETING LLC	adult audio book	\$	34.99
001.4010.5732.000	MIDWEST TAPE	DVDs	\$	53.98
001.4010.5732.000	OVERDRIVE,INC.	adult audio books	\$	104.50
001.4010.5732.000	OVERDRIVE,INC.	E-book	\$	27.50

001.4010.5732.000	OVERDRIVE,INC.	E-books	\$	220.96
001.4010.5732.000	OVERDRIVE,INC.	E-books	\$	144.98
001.4010.5732.000	PENWORTHY COMPANY	juvenile books	\$	326.29
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	53.31
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	5.39
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	5.99
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	4.79
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	11.38
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	5.99
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced bood	\$	15.68
001.4010.5734.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.58
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	54.13
001.4010.5734.000	BRODART CO	lost& replaced junveile and memorial books	\$	81.05
001.4010.5736.000	RECORDED BOOKS Inc	Library databases	\$	44.85
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	\$	417.40
001.4030.5290.000	ICAP	property damage adjustment	\$	34.00
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	115.86
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	28.37
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	19.73
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$	20.38
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	64.19
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	88.80
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	82.65
001.4030.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	520.75
001.4030.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	259.55
001.4030.5600.000	CENTRAL IOWA DISTRIBUTING INC	Parks scrub brushes, squeegee	\$	649.00
001.4030.5611.000	IOWA PRISON INDUSTRIES	Parks FSP signs	\$	405.90
001.4040.5358.000	WICKHAM, MICHAEL L	classes 2/11-3/18/21	\$	540.00
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.4045.5251.000	ASCAP	Aquatic Center music license	\$	367.00
001.4045.5251.000	BMI	Aquatic Center broadcast music 1/1-12/31/21	\$	331.20
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.25
001.4045.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	10.00
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	81.40
001.4065.5290.000	ICAP	property damage adjustment	\$	34.00
001.4065.5342.000	Iowa Hometown Security INC	Commerical Fire standard monitoring	\$	446.50
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.4065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	91.15
001.5020.5331.000	MARSHALLTOWN CBD INC	Res 2019-279 Annual MCBF Main Street Program	\$	32,000.00
001.5020.5410.000	Hagstrand, Barbara	Facade 19-21 S 2nd Ave East Side	\$	8,368.68
001.5040.5230.000	Bolton & Menk Inc	Development of Downtown Design Guidelines	\$	209.40
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
001.6020.5210.000	TIMES REPUBLICAN	Public and legal notices	\$	641.21
001.6020.5347.000	American Legal Publishing Corp	Internet renewal 3/26/21-3/26/22	\$	450.00
001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59

001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.13
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$ 85.30
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.31
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.31
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.49
001.6021.5605.000	Iowa Ink And Toner	yellow Brother cartridge	\$ 25.95
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.13
001.6040.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	Professional services 1/18-2/15/21	\$ 2,730.00
001.6040.5234.000	LYNCH DALLAS PC	general matters	\$ 341.00
001.6040.5235.000	AHLERS & COONEY	labor relations	\$ 57.00
001.6040.5236.000	AHLERS & COONEY	labor relations	\$ 200.00
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall	\$ 60.00
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 224.78
001.6050.5410.000	OVERHEAD DOOR COMPANY	Fire Sentinel repairs	\$ 650.00
001.6050.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 320.09
001.6050.5600.000	WW GRAINGER	pleated air filters	\$ 104.76
001.6050.5600.000	WW GRAINGER	pleated air filters	\$ (10.75)
001.6050.5611.000	WOODMAN CONTROLS CO	YSS portion HVAC boiler system repair	\$ 947.52
001.6050.5611.000	WOODMAN CONTROLS CO	Boiler repairs to HVAC system	\$ 947.52
001.6051.5342.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 227.06
001.6051.5600.000	WW GRAINGER	pleated air filters	\$ 104.76
001.6051.5600.000	WW GRAINGER	pleated air filters	\$ (15.05)
001.6051.5611.000	OVERHEAD DOOR COMPANY	Fire Sentinel repairs	\$ 2,015.48
030.1010.5718.000	WATCHGUARD VIDEO	Body Cameras	\$ 14,115.00
031.6050.5776.000	HAY CONSTRUCTION SVCS INC	new windows & doors	\$ 17,745.00
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 99.95
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 99.95
110.2010.5132.000	THEISENS SUPPLY INC	Street Dept leather gloves	\$ 16.99
110.2010.5342.000	Verizon Connect NWF, INC.	Street Dept January GPS services	\$ 242.85
110.2010.5410.000	ARNOLD MOTOR SUPPLY LLP	hydraulic hose and labor trk#44	\$ 14.70
110.2010.5410.000	ARNOLD MOTOR SUPPLY LLP	hydraulic hose and labor	\$ 14.70
110.2010.5410.000	ROAD MACHINERY & SUPPLIES CO	Grader repairs -solenoid wire	\$ 943.95
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.13
110.2010.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 55.04
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 916.52
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	plugs	\$ 3.82
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	ball bearings	\$ 3.83
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	oil filter	\$ 10.14
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	ball bearings	\$ 15.78
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	clevis	\$ 16.06
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	LED stop light	\$ 22.44
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	hydraulic filter	\$ 26.16
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #44 back up alarm	\$ 31.88
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #49 brake chamber	\$ 41.65
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #37 brake chamber	\$ 41.65
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #37 brake chamber	\$ 41.65
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	bit set	\$ 43.11
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	hydraulic	\$ 49.20
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	truck #27 hydraulic filters	\$ 52.31
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	wire braids	\$ 69.38
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	solenoid trk #27	\$ 88.94
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	hydraulic hose and labor trk#44	\$ 126.17
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	truck #37 lower holder kit	\$ 59.11
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	chamber brake	\$ 249.54
110.2010.5565.000	ROAD MACHINERY & SUPPLIES CO	rings, seals, washers	\$ 200.62
110.2010.5565.000	ROAD MACHINERY & SUPPLIES CO	Grader repairs -solenoid wire	\$ 58.13

110.2010.5565.000	ZIEGLER INC	truck #62 ball bearing	\$	30.15
110.2010.5565.000	ZIEGLER INC	truck #62 pulley	\$	137.06
110.2010.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	348.74
110.2010.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	99.57
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	quarts of power diesel	\$	78.32
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	generator switch	\$	191.27
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	generator switch	\$	(107.35)
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	generator hook ups	\$	262.22
110.2010.5600.000	Fast Lane Auto Care	hand cleaner	\$	91.80
110.2010.5600.000	FASTENAL COMPANY	fasteners	\$	10.30
110.2010.5600.000	THEISENS SUPPLY INC	Street Dept hose	\$	10.99
110.2010.5611.000	ARNOLD MOTOR SUPPLY LLP	fire suppression system, air compressor part	\$	18.34
110.2010.5704.000	OHALLORAN INTERNATIONAL, INC.	engine diagnostic and 1 yr software license	\$	1,150.00
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$	31.19
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	70.89
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$	20.52
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-street lights	\$	335.53
110.2030.5600.000	CRESCENT ELECTRIC SUPPLY CO	Electric supply bill	\$	(232.69)
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	49.21
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	49.21
110.2040.5344.000	MOBOTREX INC	labor and travel on traffic lights	\$	6,740.00
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$	46.19
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$	96.53
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	25.28
110.2040.5481.000	ALLIANT ENERGY	BATH HOUSE	\$	154.93
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	33.50
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	34.79
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	30.63
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.87
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	38.03
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	44.66
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	41.86
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$	33.61
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	67.77
110.2040.5482.000	ALLIANT ENERGY	BATH HOUSE	\$	32.41
110.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	204.74
110.2050.5410.000	ARNOLD MOTOR SUPPLY LLP	TRK #40 hydraulic hose, labor, wires, oil	\$	14.70
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	Halogen light for snow plow	\$	19.06
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	plow light	\$	21.19
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	plow light	\$	22.33
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	plow light	\$	30.96
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	plow light	\$	30.96
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	plow lights	\$	43.52
110.2050.5565.000	ARNOLD MOTOR SUPPLY LLP	TRK #40 hydraulic hose, labor, wires, oil	\$	205.86
110.2050.5565.000	CENTRAL IOWA MACHINE SHOP INC	snow plow power unit and hydraulic fluid	\$	650.64
110.2050.5565.000	MACQUEEN EQUIPMENT	snow wheel tires	\$	272.70
110.2050.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	156.07
110.2050.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	5,006.10
110.2050.5600.000	IOWA DEPT OF TRANSPORTATION	30 gal drum salt cleaner	\$	608.78
110.2050.5600.000	MENARDS	Forged D-rings, casters	\$	84.90
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
110.2060.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	110.99
110.2060.5605.000	Sho Biz Inc dba Minuteman	format paper for inkjet prints	\$	35.40
121.5040.5230.000	Kendig Keast Collaborative	Zoning Ordinance Rewrite	\$	12,520.00
130.4010.5410.000	Downs, Joel	prime and paint new drywall storage closet Library	\$	492.50
130.4030.5342.000	Thorp, Robert W	Parks and Terrace Trees	\$	42,648.41

132.5020.5331.000	PRESERVING US, INC.	Catalyst Building Grant - 201 E Main St	\$ 160,000.00
149.2010.5342.000	Thorp, Robert W	Parks and Terrace Trees	\$ 94,452.15
149.2010.5342.000	Thorp, Robert W	Chipping & hauling debris	\$ 45,477.00
149.2010.5342.000	Thorp, Robert W	Chipping & hauling debris	\$ 4,750.00
149.2010.5342.000	Thorp, Robert W	Chipping & hauling debris	\$ 15,500.00
151.1010.5750.000	Office Solutions	scanners and floor stands	\$ 3,390.00
151.1010.5750.000	Office Solutions	scanners and floor stands	\$ 550.00
152.1010.5342.000	SERVICEMASTER OF M'TOWN INC	Covid 19 Services	\$ 805.00
170.4010.5732.000	BAKER & TAYLOR INCORP	Kerrigan memorial books	\$ 25.90
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$ 80.96
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$ 23.24
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$ 56.98
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$ 369.85
170.4010.5732.000	CENTER POINT LARGE PRINT	Large print books	\$ 194.76
170.4010.5732.000	CENTER POINT LARGE PRINT	Large print Tye Grant books	\$ 193.46
170.4010.5732.000	CENTER POINT LARGE PRINT	Large print Tye Grant books	\$ 75.96
170.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$ 9.57
170.4010.5734.000	BAKER & TAYLOR INCORP	memorial book	\$ 15.67
170.4010.5734.000	BRODART CO	lost and memorial books	\$ 15.00
170.4010.5734.000	MICROMARKETING LLC	Janice Thorn memorial book	\$ 45.00
184.5030.5242.000	DC Brown Rentals	Housing Assistance Payment	\$ 207.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payment	\$ 4.00
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 10.25
189.3040.5250.000	HARDIN COUNTY RECORDERS OFFICE	mortgage release	\$ 7.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 115.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$ 4,150.00
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.13
189.3040.5605.000	Sho Biz Inc dba Central Office Supply	Housing desktop keyboard and mouse	\$ 28.68
312.2080.5348.000	VanMaanen Electric Inc	APR19003 Vault Improvements	\$ 12,335.71
354.1099.5230.000	PROCHASKA & ASSOC INC	Police and Fire Bldg construction admin	\$ 2,335.91
354.1099.5342.009	HAY CONSTRUCTION SVCS INC	Ceramic tile for 2 steam shower units Fire Dept	\$ 25,850.00
355.1075.5210.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 80.76
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 434.00
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 3,818.50
355.1075.5250.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 720.00
360.4030.5233.000	Bolton & Menk Inc	West End Park Improvements - Phase I	\$ 1,309.27
362.5010.5233.000	Bolton & Menk Inc	Professional Fees - Downtown Planning Phase II	\$ 7,647.02
383.4065.5230.000	CPMI LLC	CPMI CONSTRUCTION INSPECT SERV VMC RENOV	\$ 11,280.00
383.4065.5342.000	Vajgrt, Roger	Coliseum scaffold rentals	\$ 240.00
383.4065.5342.000	Globalpayments	Coliseum credit card fee	\$ 5.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	floor cleaner cases of 2	\$ 233.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	35 qt mop combo set	\$ 246.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	janitor cart	\$ 270.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	toilet paper 5 cases -96 rolls 500 sheets ea	\$ 290.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	white multi fold towels 4000/cs	\$ 120.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	odor dispensers 2 cases	\$ 176.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	nitrile gloves Medium, 10/100/cs	\$ 200.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	Comet wet mops	\$ 112.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	60" Invader mop handles	\$ 100.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	60" Infinity twist dust mop	\$ 45.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	15"x17" terry cleaning clothes 10 count	\$ 45.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	30"x37" clear bags	\$ 53.30
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	glass cleaner 1 cs of 12	\$ 55.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	Dish detergent cases of 4	\$ 62.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	60" frame for mop	\$ 15.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	36" Infinity twist dust mop	\$ 25.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	multifold towel dispenser	\$ 30.30

383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	starter hook up kits	\$	34.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	60" dust mop handles	\$	37.20
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	17"x18" clear bags	\$	40.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	steel cleaner and polish 1 case of 12	\$	98.50
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	QD test papers	\$	9.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	urnal screens	\$	96.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	trigger sprayers	\$	6.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	32 oz quart bottles	\$	5.60
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	Sanitizer cases of 4	\$	83.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	neutral disinfectant 2 cases of 2	\$	233.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	foam soap	\$	219.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	labels for neutral disinfectants	\$	1.20
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	nitrile gloves large, 10/100/cs	\$	202.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	Qts of Bowl Bryte cleaner cases of 12 ea	\$	44.30
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	disinfect wipes 12/case 80/bkt	\$	118.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	cone bowl mops	\$	9.40
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	36" frame for mop	\$	11.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	6x8' Chevron mat	\$	370.00
383.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	4x10' Chevron mat	\$	270.00
383.4065.5600.000	GLOBAL INDUSTRIAL PRODUCTS	Folding Tables	\$	674.70
383.4065.5600.000	WW GRAINGER	Coliseum pleated air filters	\$	279.48
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC20001 WPCP Clarifier Rehab	\$	42,840.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	2020 Sewer Rehab CIPP	\$	18,750.00
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	January 2021 WPCP Water softener lease	\$	27.00
610.8015.5410.000	HACH COMPANY	service for UVAS annual calibration	\$	831.00
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	15.38
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	\$	437.19
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	42.57
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$	23.17
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$	19.07
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St RIVERVIEW PARK	\$	18,899.60
610.8015.5481.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$	9,296.49
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$	19.73
610.8015.5483.000	MARSHALLTOWN WATER WORKS	January 2021 plant water usage	\$	759.44
610.8015.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	133.07
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP Operating & cleaning supplies	\$	801.65
610.8015.5600.000	GRAYMONT WESTERN LIME INC	Bulk lime 22.75 tons	\$	5,346.25
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	131.40
610.8016.5339.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	21.65
610.8016.5339.000	Unity Point Clinic-Occupational Medicine	random testing	\$	25.20
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	6.15
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	\$	262.31
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	33.03
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	25.54
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$	187.41
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$	87.00
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$	147.85
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	82.29
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$	246.18
610.8016.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	193.48
610.8016.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	20.45
610.8016.5600.000	THEISENS SUPPLY INC	concrete mix	\$	22.74
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$	490.00
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	26.25
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	26.25
690.8050.5339.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	36.08
690.8050.5342.000	TEMP ASSOCIATES INC	Transit help w/e 1/24/21	\$	316.47

690.8050.5342.000	TEMP ASSOCIATES INC	Transit help w/e 1/31/21	\$	474.71
690.8050.5342.000	TEMP ASSOCIATES INC	Transit help w/e 02/07/21	\$	403.12
690.8050.5410.000	MCATEE TIRE SALES & SERVICE INC	Bus tire repair	\$	315.00
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	611.01
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Bus fuel filters	\$	10.53
690.8050.5565.000	CUMMINS Sales & Service	Bus 131 pressure sensor	\$	341.21
690.8050.5565.000	GILLIG LLC	Bus 101 air spring assemblies	\$	560.68
690.8050.5565.000	INLAND TRUCK PARTS COMPANY	Solenoid and connection	\$	248.39
690.8050.5565.000	INTERSTATE POWER SYSTEMS INC	Bus 101 solenoid and gasket case	\$	103.59
690.8050.5565.000	Queen City Engineering & Design PLLC	Fixed route door	\$	1,600.00
690.8050.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	379.48
690.8050.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	3,313.92
740.8065.5339.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	14.13
740.8065.5339.000	Unity Point Clinic-Occupational Medicine	random testing	\$	16.80
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.10
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	\$	174.88
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	22.02
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	17.03
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$	233.47
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$	353.21
740.8065.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	128.98
740.8065.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	13.64
741.8065.5783.000	Goodman, Garrett P	Temporary Easement E 10' of 1711 S 4th St Mtown	\$	100.00
741.8065.5783.000	Halsted, Gail	Temporary easement 214 Huisman Cir, Mtown	\$	400.00
741.8065.5783.000	Knoll Family Trust, Anthony J Knoll TTE	Temporary Easement S of 305 Edgeland Dr Mtown	\$	100.00
741.8065.5783.000	St Francis of Assis Parish	Temporary easement	\$	1,726.16
741.8065.5783.000	St Francis of Assis Parish	Temporary Easement	\$	435.52
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.13
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$	136.53
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	542.51
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	14,819.75
881.1050.5339.000	Hunterland LLC	paid medical claims	\$	754.95
881.1050.5339.000	Mary Greeley Medical Center	pre-employment testing	\$	751.46
884.7010.5230.000	Health Partners	January end of month fees/ premiums	\$	13,669.80
884.7010.5337.000	Health Partners	January end of month fees/ premiums	\$	23,146.86
884.7010.5339.000	Health Partners	Dental Claims 1/14-1/20/21	\$	1,734.29
884.7010.5339.000	Health Partners	Medical claims 1/14-1/20/21	\$	34,637.71
884.7010.5339.000	Health Partners	Dental Claims	\$	2,432.20
884.7010.5339.000	Health Partners	Medical Claims 1/21-1/27/21	\$	10,410.15
884.7010.5339.000	Health Partners	Dental claims 01/28-02/03/21	\$	4,875.03
884.7010.5339.000	Health Partners	Medical claims 1/28-2/03/21	\$	51,513.11
884.7010.5339.000	Health Partners	Dental claims 2/4-2/10/21	\$	4,789.10
884.7010.5339.000	Health Partners	Medical claims 2/4-2/10/21	\$	23,544.12
886.2010.5339.000	MCFARLAND CLINIC PC	physicals and or immunizations	\$	36.08
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	28,392.89
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	11,825.84
999.1102.000	TREASURER STATE OF IOWA	ROUNDING	\$	0.35
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	12,505.66
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,208.99
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	27,456.32
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	4,514.32
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	34,080.23
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	28,602.88
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	29,498.75

999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	33,618.54
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	6,155.25
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	35,348.81
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	99.76
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	35,621.93
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	99.76
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$	(0.02)
999.1106.000	IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	5,999.28
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	8,739.44
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	3,835.00
999.1112.000	UNITED WAY	UNITED WAY	\$	32.00
999.1112.000	UNITED WAY	UNITED WAY	\$	419.15
999.1112.000	UNITED WAY	UNITED WAY	\$	418.15
999.1112.000	UNITED WAY	UNITED WAY	\$	32.00
999.1121.000	American Education Services	PR WITHHOLDING	\$	64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	220.56
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$	152.31
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	333.87
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	123.11
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,312.54
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	944.98
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	990.43
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,312.54
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	PR#2 & 3 ROUNDING	\$	(0.48)
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	1,337.07
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	445.83
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	445.83
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	1,337.07
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$	822.16
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$	4,730.60
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	\$	912.30
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$	2,208.32
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$	2,682.73
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$	715.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$	1,011.52
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$	840.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	412.24
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1160.000	BROWNS SHOE FIT CO	Watson Shoes	\$	103.47
999.1160.000	Forum Industries Inc	PD Krimmer light weight insulated shell	\$	172.00
999.1160.000	Forum Industries Inc	PD Watson light weight insulated shell	\$	268.00
999.1160.000	GALLS LLC	Speirs	\$	39.99
			\$	1,584,201.85

RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT APPLICATION, CONTRACT PERIOD OCTOBER 1, 2021 – SEPTEMBER 30, 2022

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 STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY, is accepting grant applications for the contract period of October 1, 2021 – September 30, 2022; and

WHEREAS the City intends on applying for this grant; and

WHEREAS the Council has found it to be in the best interests of the City of Marshalltown, Iowa, as there is no financial commitment made by the application for grant funds and that grant applications 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 and directs City staff to apply for grant funding for State and Community Highway Safety activities.

Section 2. The appropriate Department Director or designated staff are authorized and directed to sign on behalf of the City of Marshalltown this application and other necessary documents to effectuate this resolution.

Section 3. The City of Marshalltown, if awarded the grant, accepts the grant from the State of Iowa.

Passed this 8th day of March 2021, and signed this _____ day of March 2021.

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 2nd 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: 4 March 2021

RE: 2021-2022 Governor's Traffic Safety Bureau State and Community Highway Safety Grant

Policy Issue: City policy requires governing body approval of agreements and state or federal grant applications or awards.

Recommendation: Staff recommends Council approve the attached FFY 2022 Governor's Traffic Safety Bureau (GTSB) State and Community Highway Safety Grant application and authorize the Chief of Police to sign and submit all necessary application documents to secure this funding.

Background: The police department has historically received GTSB funding to assist the department in purchasing traffic safety and enforcement equipment and to help offset overtime expenses during traffic enforcement operations. The police department is requesting \$10,000.00 in grant funding to offset overtime expenses in support of traffic safety education and enforcement operations. Lastly, the department has requested \$14,850.00 to purchase traffic safety and enforcement equipment.

Total grant funding requested from GTSB is \$24,850.00.

Budget Impact: If awarded, the City of Marshalltown will receive \$24,850.00 in funding for the aforementioned purposes. There are no match requirements.

Attachment: FFY 2021 Governor's Traffic Safety Bureau Section 402 State and Community Highway Safety Grant application.

CITY COUNCIL

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



Application

396012 - 2022 GTSB LE Highway Safety Grants - Final Application

397676 - FY 2022 GTSB Highway Safety Grant
Governor's Traffic Safety Bureau

Status: Editing

Submitted
Date:

Submitted By:

Applicant Information

Primary Contact:

AnA User Id

BCVEREN@IOWAID

First Name*

Casee
First Name

Diane
Middle Name

Veren
Last Name

Title:

Email:* cveren@marshalltown-ia.gov

Address:* 909 S. 2nd Street

City*

Marshalltown
City

Iowa
State/Province

50158
Postal Code/Zip

Phone:*

641-754-5725
Phone

Ext.

Program Area of Interest* Governor's Traffic Safety Bureau

Fax:

Organization Information

Organization Name:* Marshalltown Police Department

Organization Type:* City Government

DUNS: 07-585-2293

Organization Website:

Address: 909 S 2nd St

Marshalltown
City

Iowa
State/Province

50158
Postal Code/Zip

Phone: 641-754-5725

Ext.

Fax:

Contractor Information

Project Contractor Information

Type the name of the agency exactly as it will appear in your contract. Do not use all caps or all lower case.
Example: Anytown Police Department

**Project Contractor Name
(Agency or Company)*** Marshalltown Police Department

Mailing Address* 909 S. 2nd Street

City* Marshalltown Iowa 50158

County* Marshall County

Phone Number* 641-754-5725

Fax Number* 641-752-1211

Web Site* www.marshalltown-ia.gov

Contractor Designee

The person listed below will be the individual with authority to sign the contract and supporting documents. Type the name exactly as it will appear in your contract. Do not use all caps or all lower case.

Please enter the title of the contractor designee. Example: Director, Chief, Sheriff, Ms. Mr.

Contractor Designee Name* Casee Veren
First Name Last Name

Title* Sergeant

E-mail Address* cveren@marshalltown-ia.gov

Key Personnel Information

The person(s) listed below will be the individual(s) with authority to sign and/or submit the supporting documents and administer the project. Type the name exactly as it will appear in the contract. Do not use all caps or all lower case.

Please enter the title of the project administrator. Example: Officer, Deputy, Clerk, Ms. Mr.

Key Personnel Name* Michael Tupper
First Name Last Name

Key Personnel Title* Chief

Key Personnel E-mail Address* mtupper@marshalltown-ia.gov

Additional Key Personnel Information

Does the applicant wish to add another Key Personnel?	Key Personnel Name	Key Personnel Last Name	Key Personnel Title	Key Personnel E-mail Address
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Payment Information

Does the applicant participate in Electronic Funds Transfer (EFT)?* Yes

Payment Information

The information provided will be used to provide reimbursement payments to the contractor.

Issue Payment To:
(City/County/Sheriff's Office/Business)* Marshalltown Police Department

Payment Mailing Address* 909 S. 2nd Street

Payment City* Marshalltown Iowa 50158

The person listed below will be the individual who will handle financial issues. Type the name exactly as it will appear in your contract. Do not use all caps or all lower case.

Please enter the title of the financial person. Example: Auditor, Clerk, etc.

Financial Contact Name* Tonya Klosterman
First Name Last Name

Financial Person Title* Finance

Finance Phone Number* 641-754-5760

Finance E-mail* tklosterman@marshalltown-ia.gov

DUNS Number

To determine the DUNS number for the agency, you can visit the Dun & Bradstreet Website or call 1-866-705-5711 to search for the DUNS number.

DUNS Number* 07-585-2293

SAM Verification

Once the DUNS number is in place, please visit the SAM Website to register the agency and obtain an active status. The city clerk, auditor or finance person should have this information.

Click here for an active SAM example. Business names on the example are redacted for privacy. Please do not redact information on the applicant form which gets uploaded.

If further assistance is needed, please call SAM at 1-866-606-8220.

Please upload a pdf of the SAM document showing the DUNS Number, active status, expiration date and exclusion status.

SAM Verification* System for Award Management.pdf

Population

Click here for a census example. The yellow highlighted area indicates the population number. The red arrow indicates the source year the data was compiled.

Please input data from the following website: Census Bureau Website.
If the applicant is a city agency, use city population. If the applicant is a county agency, use county population.

Population of county/city* 27053

Year Data Compiled* 2019

Officer Data

Full Time Officers*	40	\$45.39	12
	FT Officers Employed	Avg. OT Rate of Pay	Standard number of hours worked/regular shift If multiple shift hours, use longest shift.
Part Time Officers	0	\$0.00	
	PT Officers Employed	Avg. OT Rate of Pay	Standard number of hours worked/regular shift

Equipment

Patrol Vehicles*	13
	Include both marked and unmarked vehicles.
In-Car Video Cameras*	13
Lidars*	1
Radars*	11
Preliminary Breath Test Devices*	13

New Equipment Request

Is the applicant requesting to purchase equipment in this application?*

Yes

Is the equipment requested replacing or upgrading equipment which was purchased with GTSB monies in the last 5 Federal Fiscal Years?

No

If requesting equipment that is not a replacement/upgrade from prior GTSB purchases, the new equipment will be entered into the budget section of the application.

Traffic Data

Provide the traffic crash data in the agency jurisdiction for the previous three calendar years (January 1 - December 31). Information should be obtained at Iowa Crash Analysis Tool. Click the following links for ICAT Instructions and ICAT Website If data is not available for activity/year combination, enter 0.

Total Traffic Crashes *	373	461	448
	CY #1	CY #2	CY #3

Using TraCS or other internal system, provide the enforcement activity for the entire agency for the previous three Federal Fiscal years (October 1 - September 30). Include all citations and warnings for each category.

If data is not available for activity/year combination, enter 0.

Impaired Driving Contacts*	117	119	138
	FFY #1	FFY #2	FFY #3
Occupant Protection Contacts*	64	125	186
	FFY #1	FFY #2	FFY #3

Speed Contacts*	471	460	691
	FFY #1	FFY #2	FFY #3

Provide the level of occupant protection compliance rate for the city or county for the previous three Federal Fiscal years (October 1 - September 30) using the August data.

If previously a 405d (Impaired Driving contract) or data is not available for activity/year combination, enter 0.

The most recent state seat belt and traffic survey results may be found at the GTSB Website

Occupant Protection Compliance Rate*	96.0%	94.0%	93.0%
	FFY #1	FFY #2	FFY #3

Cost Effectiveness

Provide the total number of contacts while working GTSB overtime for each of the previous three Federal Fiscal Years. (October 1 - September 30).

If a sTEP agency, enter the total contacts achieved during the waves for the previous three Federal Fiscal Years.

If data is not available, enter 0.

Total Number of GTSB Contacts*	361	474	573
	FFY #1	FFY #2	FFY #3

Provide the total contract GTSB dollars expended during each of the previous three Federal Fiscal Years. (October 1 - September 30).

If data is not available, enter 0.

Total GTSB Contract Dollars Expended*	\$5,522.01	\$13,268.50	\$16,723.73
	FFY #1	FFY #2	FFY #3
Cost per contact	\$15.30	\$27.99	\$29.19
	FFY #1	FFY #2	FFY #3

Impaired Driving

Problem Statement: IMPAIRED DRIVING*

Problem statements indicate what the overall issue is to be addressed.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the impaired driving issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding impaired driving in the area.

Traffic safety remains a high priority every year in Marshalltown. We look for and enforce all traffic violations and put extra officers out during special events and holidays to keep people safe. One of our main areas of focus is looking for and stopping impaired drivers. This includes open container violations and under age possession of alcohol. The last grant period we had 114 OWI arrests. That is only three fewer arrests than the prior fiscal year, which is significant due to the fact that covid reduced vehicle traffic count as well as many establishments that served alcohol were closed.

Goals: IMPAIRED DRIVING*

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem statement.

Examples: Reduce impaired driving related crashes in our city/community by 5% from the previous year crashes during the contract year. (89 to 85)

Increase patrol presence in the entertainment district by 10% each month from the previous year. (32 hours to 35 hours)

The MPD objective is to change driver behavior. It is our responsibility to educate the public on alternative methods of reaching their destination after consuming alcoholic beverages. With added overtime enforcement and education (media releases), we want drivers to make responsible choices or help us detect and apprehend those that don't.

Our goal with added enforcement hours is to increase our OWI arrests by at least 10%. This measurable goal is attainable barring any unforeseen circumstances due to covid restrictions.

Objectives: IMPAIRED DRIVING*

Objectives are statements that indicate how the goal will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the impaired driving arrests by 2.0 percent from 4,966 (2014-2018 rolling average) to 5,065, based on past trends, by the end of the contract year.

Provide 17 educational programs related to impaired driving to the community during the contract year; 10 of which will be geared towards young drivers.

Conduct 8 hours of high visibility OWI enforcement each month.

Our objective is to increase OWI arrests by at least 10% from previous fiscal year, which is at least 129 OWI arrests for this fiscal year.

We will conduct four projects focused on Impaired Driving utilizing media both pre and post project.

Occupant Protection

Problem Statement: OCCUPANT PROTECTION*

Problem statements indicate what the overall issue is to be addressed.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the occupant protection issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding occupant protection in the area.

Traffic safety remains a high priority every year in Marshalltown. We look for and enforce all traffic violations and put extra officers out during special events and holidays to keep people safe. One of our main areas of focus continues to be occupant protection. This includes child restraint concerns as well. Even though our seatbelt surveys show a high seatbelt usage rate, we still experience crashes with unrestrained occupants.

Our officers continue to see unrestrained children or misuse of child passenger safety systems.

Goals: OCCUPANT PROTECTION*

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem statement.

Examples: To increase the observed seat belt use of front seat occupants 4.1 percentage points from the 20XX calendar year usage rate 79.7% to 83.8% by the end of the contract year.

Achieve a 96% occupant protection compliance rate in the community.

The goal of the MPD is to improve the usage of occupant protection systems including seatbelts and child restraints. Through community events and education we will emphasize the importance of occupant protection.

We will increase occupant protection contacts by 25%, resulting in at least 80 contacts.

Objectives: OCCUPANT PROTECTION*

Objectives are statements that indicate how the goal will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Achieve 480 contacts for occupant protection during the contract year.

Educate 2,000 new student drivers in the city/county on the importance of wearing a seat belt during the contract year.

Participate in 1 fit station event and distribute 10 car safety seats each month in our community during the contract year.

MPD has two certified CPS technicians that will participate in a least two community checkup events. They also distribute replacement child safety seats throughout the year. These two officers are available for appointment based inspections or installations as needed.

Our objective is to conduct at least two occupant protection projects during the fiscal year.

Speed

Problem Statement: SPEED*

Problem statements indicate what the overall issue is to be addressed.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the speeding issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding speeding in the area.

Speed is a common and reoccurring complaint from the public. Our high number of speed citations confirms this problem is real and not just perceived. Speed is also a leading contributing factor in many crashes resulting in injury. This problem is widespread and not limited to any single neighborhood or roadway type. Marshalltown has two state highways that run through our jurisdiction which accounts for a high vehicle count.

Goals : SPEED*

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem statement.

Examples: Reduce speed-related fatal and personal injury crashes by 22.5 percent from 284 (2014-2018 rolling average) to 220, by the end of the contract year.

Reduce vehicle collisions resulting from speed by 3% from the previous year. (1,000 from 1,030)

Our goal is to increase speed contacts by at least 10% or 1,888 contacts. We will educate drivers on the dangers of excessive speed utilizing media releases and social media.

Objectives: SPEED *

Objectives are statements that indicate how the goal will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Conduct 10 pedestrian contacts monthly for vehicles failing to yield to pedestrians while working a speed project in the same area.

Initiate 250 contacts for speeding violations before and after school hours on the rural roadways near the community high school during the contract year.

Achieve 500 speed contacts during the contract year.

Conduct at least two projects focused on excessive speed. Projects may include utilizing unmarked patrol vehicles, hand held LIDAR or RADAR, or possibly multi-agency projects with aircraft for speed detection.

Additional Traffic Safety Issue

Does the agency have an additional traffic safety issue to be addressed? This may include pedestrian, bicycles, teen drivers, older drivers, etc.*

Yes

Problem Statement: ADDITIONAL TRAFFIC ISSUE

Problem statements indicate what the overall issue is to be addressed.

The problem statement should clearly present:

Who? - Older adults, youth, etc.

When? - Is it day, night, weekends, holidays, etc?

Where? - In school districts, on rural roads, in crosswalks, etc.

Why? - Why do these things occur, during these hours, etc.?

Describe the other traffic safety issue in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding the other traffic issue in the area.

The Marshalltown Police Department had eight crashes involving pedestrians in 2019. Of those, 1 was fatal, 1 resulted in serious injury, 5 had minor injury, and 2 were possible injuries.

Goals: ADDITIONAL TRAFFIC ISSUE

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem statement.

Examples: Reduce distracted driving related crashes in our city/community by 5% from the previous year crashes during the contract year. (90 to 85)

Increase patrol presence while pedestrians are present in the school zone by 10% each month from the previous year. (40 hours to 44 hours)

The MPD goal is to reduce the number of pedestrian related crashes. In 2017 and 2018, we had 6 pedestrian related crashes. Each year we tend to be between 6-8. Our goal is reduce that number to 5.

Objectives: ADDITIONAL TRAFFIC ISSUE

Objectives are statements that indicate how the goal will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the texting while driving arrests by 5.0 percent from 66 (2019-2020 rolling average) to 70, based on past trends, by the end of the contract year.

Provide 3 CarFit events during the contract year offering older drivers the opportunity to check how well their personal vehicles "fit".

Conduct 8 hours of high visibility enforcement each month on rural or county roads.

We rely heavily on education through social media, radio, and newspaper. Our department will post at least six educational media posts regarding pedestrian safety and distracted driving. We will conduct enforcement focused on high pedestrian areas and other high risk areas such as school zones and construction zones.

We will conduct at least two enforcement projects focused on pedestrian safety and/or distracted driving.

Special Project

Special Projects

Would your agency be interested in an additional contract or funding to help with special projects in the following areas?

Nighttime Seat Belt Enforcement*	Yes
Pedestrian Safety*	Yes
Speed Enforcement*	Yes

Personnel Services

Item	Amount	Number of Overtime Hours	Total Amount Requested
Overtime for General Enforcement	\$9,100.00	200.0	\$9,100.00
Overtime for Educational Presentations	\$900.00	20.0	\$900.00
	\$10,000.00		\$10,000.00

Equipment

Quantity of Item to be purchased	Item to be purchased	Maximum GTSB Reimbursement Amount per Item	Total Amount Requested	Other Item - Please Specify.
2.0	In-Car Video Camera	\$4,500.00	\$9,000.00	
3.0	Moving Radar	\$1,500.00	\$4,500.00	
3.0	Preliminary Breath Test (PBT)	\$450.00	\$1,350.00	
			\$14,850.00	

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique **positive impact** on minority persons? *

Yes

Describe the positive impact expected from this project.

Marshalltown has a very diverse population. Some of that population has recently immigrated to our community. Often times traffic safety and child passenger safety are not emphasized or understood in their cultures. We work directly with community leaders and agencies to help educate the minority population on these issues. We partner with other community agencies who can provide us with language interpreters to help ensure understanding of these issues.

Detail the rationale for the existence of the proposed program or policy.

We work with a large number of minority populations with our child passenger safety seat programs. Our emphasis is on education and providing child safety seats to those in need.

Indicate the group(s) positively impacted.

Women, Latinos, Asians or Pacific Islanders

Could the proposed grant program or policy have a disproportionate or unique **negative impact** on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge.*

Yes

*	Sergeant	Casee	Veren
	Title	First Name	Last Name

Comments

Comments

Limited to 2000 characters or approximately 1/2 typed page

For the 2021-2022 GTSB grant, I am requesting \$9,100 for 200 hours of overtime enforcement focusing primarily on impaired driving, excessive speed, and occupant protection. We utilize a variety of enforcement methods to combat these dangerous driving behaviors. The education overtime funds requested is \$900 which is 20 hours to be used toward child passenger safety check-ups and other community events. Our agency has two certified child safety seat technicians that are very active by providing education, installations, and inspections. They host and participate in at least two check-up events in our community each year. They typically inspect/install nearly 150 seats annually. That number has been reduced significantly this year due to covid. Several of our in-car camera systems are over five years old and experiencing intermittent issues requiring repairs or the vehicle being taken out of service for a period of time. Many of our radar units are outdated and also experiencing frequent issues. We also have two marked patrol units that no longer have radars installed due needing replaced.

This year, covid restrictions have seriously changed the way the public and law enforcement live and work. We anticipate as covid comes under control we will see a spike in public socialization and vehicle traffic. We also expect to see an increase in public events and educational opportunities as restrictions are lifted. Traffic safety is a priority at the Marshalltown Police Department and we look forward to partnering with GTSB for another successful year in traffic safety.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR 4TH STREET &
MEADOW LANE STORM SEWER ENHANCEMENT PROJECT #SMW17001, A
DECREASE OF \$112,140.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Vieth Construction Corp, for the labor and material for the 4th St. & Meadow Lane Storm Sewer Enhancement Repair Project #SMW17001.

WHEREAS, a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #1 for the 4th St. & Meadow Lane Storm Sewer Enhancement Repair Project, in the decreased amount of \$112,140.00 is hereby accepted and approved.

Passed this 8th day of March 2021, and signed this _____ day of March, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Department of Public Works

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Dir.
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

February 24, 2021

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

From: Jay C. Koch, P.E.
Civil Engineer II

Re: SMW17001 4th St and Meadow Ln Storm Sewer Improvements – Vieth Construction Corporation for a decrease of \$112,140.00.

Policy Issue: City policy requires approval of all Change Orders exceeding \$25,000

Recommendation: Staff recommends approval of the Change Order as submitted

Background: The attached change order and updated C.1 Sheet addresses a discrepancy in quantities that were noticed after the bid opening. There was a discrepancy when transposing the numbers from the water main sheets to the overall project quantities on the C.1 sheet and bid documents. This results in a change order to reduce those quantities highlighted with a decrease in costs of \$112,140.00 to the overall project.

Budget Impact: The project has sufficient funds for this change order.

Attachment: Change Order #1

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



CHANGE ORDER NO.: #1

Owner: City of Marshalltown Owner's Project No.: SMW1701
 Engineer: HDR Engineering Inc. Engineer's Project No.: 10076153
 Contractor: Vieth Construction Corporation Contractor's Project No.: _____
 Project: 4th Street and Meadow Lane Storm Sewer Enhancements
 Contract Name: 4th Street and Meadow Lane Storm Sewer Enhancements
 Date Issued: 2/3/2021 Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Updating water bid item quantities to match what is shown on plans.

Sheet C.1

- Bid Item 28 [WATER MAIN, TRENCHED, PVC, 6 IN.] - Quantity updated from 1,748 LF to **524 LF**
- Bid Item 29 [WATER MAIN, TRENCHED, PVC, 8 IN.] - Quantity updated from 723 LF to **415 LF**
- Bid Item 30 [FITTING, 45 DEGREE ELBOW, DIP, 6 IN.] - Quantity updated from 58 EA to **44 EA**
- Bid Item 31 [FITTING, 45 DEGREE ELBOW, DIP, 8 IN.] - Quantity updated from 54 EA to **24 EA**
- Bid Item 32 [FITTING, TEE, DIP, 8x8x6 IN.] - Quantity updated from 6 EA to **4 EA**
- Bid Item 46 [VALVE, GATE, 6 IN.] - Quantity updated from 9 EA to **8 EA**
- Bid Item 47 [VALVE, GATE, 8 IN.] - Quantity updated from 6 EA to **4 EA**

Attachments:

- **Sheet C.1**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,090,669.55		Substantial Completion: November 30, 2021	
		Ready for final payment: January 31, 2022	
[Decrease] from previously approved Change Orders No. 1 to No. N/A		No Change from previously approved Change Orders No. 1 to No. N/A:	
\$ 112,140.00		Substantial Completion: No Change	
		Ready for final payment: No Change	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,090,668.55		Substantial Completion: November 30, 2021	
		Ready for final payment: January 31, 2022	
[Decrease] this Change Order:		No Change this Change Order:	
\$ 112,140.00		Substantial Completion: No Change	
		Ready for final payment: No Change	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,978,529.55		Substantial Completion: November 30, 2021	
		Ready for final payment: January 31, 2022	

Recommended by Engineer (if required)		Accepted by Contractor	
By: Michael Kurek, P.E.			
Title: Project Manager		Project Manager	
Date: 2/3/2021		2/23/21	
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: Joel Greer			
Title: Mayor			
Date:			

EJCDC® C-942, Field Order.

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NOTES:

- 1) THIS IS A TIED PLAN SET AND THE BID ITEMS BELOW ARE A COMPLETE LIST OF ALL BID ITEMS AND QUANTITIES TO BE INSTALLED WITH THIS CONTRACT.
- 2) THE TIED PLANS PROVIDE THE WATER MAIN IMPROVEMENTS WHICH HAVE BEEN COMPLETED BY CGA (PROJECT #8811). THESE PLANS ARE LOCATED ON SHEET A.01 TO SHEET D.10.
- 3) DIVISION #2 QUANTITIES ARE FROM THE TIED PLAN SET BY CGA WHICH ARE LISTED UNDER "BID CONTRACTOR" FROM SHEET C.01 IN THE CGA PLANS

Item No.	Item Code	Item	Unit	Division #1 Quantity	Division #2 Quantity
1	2010-108-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	50	
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	5,208	
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	6,971	
4	2010-108-G-0	SUBGRADE PREPARATION	SY	12,992	
5	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID	SY	12,992	
6	2010-108-I-0	MODIFIED SUBBASE	SY	12,992	
7	2010-108-L-0	COMPACTION TESTING	LS	1	
8	2599-9999999	TREE REMOVAL	EACH	4	
9	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	15	
10	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	58	
11	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	1	
12	2599-9999999	SUMP PUMP CONNECTION	EACH	5	
13	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	1	
14	3010-108-A	GRANULAR BACKFILL	TON		1,275
15	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1	
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	2,570	
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	291	
18	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	438	
19	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	1,860	
20	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	709	
21	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	498	
22	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	180	
23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	30	
24	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	634	
25	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	61	
26	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	546	
27	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	1,412	
28	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6 IN.	LF		524
29	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 8 IN.	LF		415
30	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH		44
31	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH		24
32	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH		4
33	5010-108-C-1	FITTING, TEE, DIP, 6x6x6 IN.	EACH		2
34	5010-108-C-1	FITTING, COUPLING, DIP, 6"	EACH		10
35	5010-108-C-1	FITTING, COUPLING, DIP, 8"	EACH		4
36	5010-108-C-1	RETAINER GLAND, 6"	EACH		108
37	5010-108-C-1	RETAINER GLAND, 8"	EACH		56
38	5010-108-C-1	MECHANICAL JOINT ADAPTER, DIP, 6"	EACH		5
39	5010-108-C-1	MECHANICAL JOINT ADAPTER, DIP, 8"	EACH		5
40	5010-108-D-0	WATER SERVICE STUB, COPPER, 3/4 IN.	EACH	6	
41	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	0	
42	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	0	
43	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	0	

44	5010-108-E-1	WATER SERVICE PIPE, COPPER, 3/4 IN.	LF		22
45	5010-108-E-2	WATER SERVICE CORPORATION, 3/4 IN.	EACH		3
46	5020-108-A-0	VALVE, GATE, 6 IN.	EACH		8
47	5020-108-A-0	VALVE, GATE, 8 IN.	EACH		4
48	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH		3
49	5020-108-H-0	FIRE HYDRANT ADJUSTMENT	EACH	1	
50	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH		1
51	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	5	
52	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	3	
53	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	5	
54	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	1	
55	6010-108-B-0	INTAKE, SW-513	EACH	2	
56	6010-108-B-0	INTAKE, SW-507	EACH	14	
57	6010-108-B-0	INTAKE, SW-508	EACH	3	
58	6010-108-B-0	INTAKE, SW-508 CIP	EACH	8	
59	6010-108-B-0	INTAKE, SW-541	EACH	25	
60	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	19	
61	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	1	
62	6010-108-H-0	REMOVE MANHOLE	EACH	7	
63	6010-108-H-0	REMOVE INTAKE	EACH	26	
64	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	6,175	
65	7020-108-A-0	PAVEMENT, HMA, 7 IN.	TON	4,527	
66	7020-108-I-0	HMA PAVEMENT SAMPLES AND TESTING	LS	1	
67	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	4,076	
68	7030-108-A-0	REMOVAL OF SIDEWALK	SY	1,306	
69	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	1,057	
70	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	1,436	
71	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	204	
72	7030-108-G-0	DETECTABLE WARNINGS	SF	419	
73	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	1,199	
74	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	4,076	
75	7040-108-H-0	PAVEMENT REMOVAL	SY	12,317	
76	8020-108-E-0	PERMANENT TAPE MARKINGS, CROSSWALK	STA	7	
77	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
78	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1	
79	9040-108-A-1	SWPPP PREPARATION	LS	1	
80	9040-108-A-2	SWPPP MANAGEMENT	LS	1	
81	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	110	
82	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	53	
83	11,010-108-A	CONSTRUCTION SURVEY	LS	1	
84	11,020-108-A	MOBILIZATION	LS	1	
85	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	1	
86	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	
87	11,050-108-A-0	CONCRETE WASHOUT	LS	1	

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN BRINDLEE MOUNTAIN FIRE APPARATUS AND THE CITY OF MARSHALLTOWN FOR THE ADVERTISING AND SALE OF A 1992 PIERCE AERIAL FIRE TRUCK AND A 2004 PIERCE PUMPER

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 following fire trucks in Marshalltown, Iowa:

1992 PIERCE 100’ AERIAL, VIN 4P1CA02GXNA000536, WATEROUS 1500 GPM PUMP, 250 GALLON WATER TANK, DETROIT 8V-92 DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION; AND,

THE FIRE TRUCK IS EQUIPPED WITH SIX (6) LADDERS; AND,

2004 PIERCE PUMPER, VIN 4PICS01A95A004670, WATEROUS 1250 GPM PUMP, 500 GALLON WATER TANK, CUMMINS ISL DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION; AND,

THE FIRE TRUCK IS EQUIPPED WITH THREE (3) LADDERS; AND,

BOTH VEHICLES HAVE BEEN DECLARED SURPLUS PROPERTY AND ARE FOR SALE.

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

Section 1. The City Council authorizes the contract for advertisement and sale of the 1992 Pierce 100’ Aerial Fire Truck and the 2004 Pierce Pumper with Brindlee Mountain Fire Apparatus.

Passed this 8th day of March 2021, and signed this _____ day of March 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 • 256-776-7786 • Fax: 256-498-0924

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of March 8, 2021:

Apparatus: 1992 Pierce 100' Aerial Platform (the "Apparatus")

Apparatus owned or exclusively offered for sale by: City of Marshalltown, Iowa ("Seller")

If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be \$45,000, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$125,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$125,000.00 to \$200,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$200,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller:

City of Marshalltown, Iowa

[insert seller name above]

By: _____

Name: Joel T.S. Greer

Title: Mayor

Date: 03/08/2021

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____

Name: _____

Title: _____

Date: _____

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 · 256-776-7786 · Fax: 256-498-0924

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of March 8, 2021:

Apparatus: 2004 Pierce 1250 gpm Pumper (the "Apparatus")

Apparatus owned or exclusively offered for sale by: City of Marshalltown, Iowa ("Seller")

If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be \$70,000, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$125,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$125,000.00 to \$200,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$200,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller:

City of Marshalltown, Iowa

[insert seller name above]

By: _____

Name: Joel T.S. Greer

Title: Mayor

Date: 03/08/2021

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____

Name: _____

Title: _____

Date: _____

**RESOLUTION ORDERING CONSTRUCTION OF THE PICKLEBALL POCKET
PARK PROJECT PRK20002, 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 Pickleball Pocket Park Project No. PRK20002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. PRK20002; 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 Pickleball Pocket Park Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK20002, 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 Pickleball Pocket Park 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 March 22, 2021, 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 April 6, 2021. The bids will be opened, read, and tabulated by the Park & Recreation Director 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 April 12, 2021, 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 8th day of March, 2021, and signed this ____ day of March, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: February 25, 2021
RE: Order Construction – Pickleball Pocket Park, Project No. PRK20002

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

Recommendation: Staff recommends approving the Resolution ordering construction of the Pickleball Pocket Park.

Background: This project includes the construction of a pickleball court and courtyard area between the Coliseum and City Hall. The work will include improving drainage from the alleyway and the Coliseum to State Street.

Budget Impact: This project will be funded with 030 CIP funds, 110 Road Use Tax, 132 Misc Capital Grants, and 740/741 Storm Water Funds.

Attachment: None

City Council

Mike Ladehoff, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
PICKLEBALL POCKET PARK
PROJECT NO. PRK20002**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE PICKLEBALL POCKET PARK 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 22nd day of March, 2021 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. PRK20002 the PICKLEBALL POCKET PARK 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 6th day of April, 2021 for the construction of the PICKLEBALL POCKET PARK as described in the plans and specifications for Project No. PRK20002, and which will be opened, read, and tabulated by the Park & Recreation Director 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 12th day of April, 2021 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 PICKLEBALL POCKET PARK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK20002 PICKLEBALL POCKET PARK.

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 – Pickleball Pocket Park			
Division 2 - Earthwork			
2.01	EXCAVATION, CLASS 10	245	CY
2.02	TOPSOIL, 30" (IMPORT & PLACEMENT)	145	CY
2.03	SUBGRADE PREPARATION, 6"	810	SY
2.04	SUBGRADE PREPARATION, 12"	90	SY
2.05	SUBGRADE PREPARATION, 12" (CHEMICALLY TREATED)	175	SY
2.06	SUBBASE, GRANULAR, 4"	810	SY
2.07	SUBBASE, GRANULAR, 6"	175	SY

Division 4 – Sewers and Drains			
4.01	STORM SEWER, TRENCHED, SCH 40 PVC, 8"	196	LF
4.02	STORM SEWER, TRENCHED, SCH 40 PVC, 10"	100	LF
4.03	STORM SEWER, SCH 40 PVC, WYE, 8" x 8"	4	LF
4.04	STORM SEWER, ROOF DRAIN ADAPTER, 8"	4	EA
4.05	STORM SEWER, TRENCHED, PERFORATED HDPE, 4"	240	EA
Division 5 – Water Mains			
5.01	WATER VALVE ADJUSTMENT	3	EA
Division 6 – Structures for Sanitary and Storm Sewers			
6.01	STORM, INTAKE, NYLOPLAST BASIN, 12"	2	EA
6.02	STORM, INTAKE, NYLOPLAST BASIN, 15"	3	EA
6.03	MANHOLE ADJUSTMENT, MINOR	1	EA
6.04	CONNECTION TO EXISTING INTAKE	1	EA
6.05	SUBDRAIN CLEANOUT	1	EA
Division 7 – Streets and Related Work			
7.01	PAVEMENT, PCC, CLASS C, 8"	60	SY
7.02	SIDEWALK, PCC, 4"	565	SY
7.03	SIDEWALK, COLORED & STAMPED PCC, 4"	245	SY
7.04	CURB AND GUTTER, 2.5'	120	LF
7.05	PAVEMENT REMOVAL	915	SY
7.06	STAIRS WITH HANDRAIL	2	EA
7.07	PAVEMENT, REINFORCED PCC 5" (PICKLEBALL COURT)	175	SY
Division 8 – Traffic Control			
8.01	TEMPORARY TRAFFIC CONTROL	1	LS
Division 9 – Site Work and Landscaping			
9.01	INLET PROTECTION DEVICE (INSTALL, MAINTAIN, & REMOVAL)	1	EA
9.02	FILTER SOCK (INSTALL, MAINTAIN, AND REMOVAL)	150	LF
Division 11 - Miscellaneous			
11.01	MOBILIZATION	1	LS
11.02	COMPACTION TESTING	1	LS
11.03	CONSTRUCTION STAKING	1	LS
11.04	SIGNAGE (REMOVE, SALVAGE, & REINSTALL)	1	EA
11.05	PICKLEBALL COURT ACRYLIC SURFACING	1,560	SF
11.06	PICKLEBALL COURT NET, POSTS, & ANCHOR	1	LS
11.07	8' CHAINLINK FENCE	76	LF
11.08	DUMPSTER ENCLOSURE	1	EA
11.09	MAXIFORCE, COLLAPSIBLE BOLLARDS	2	EA

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK20002 as proposed by the 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 8TH day of March, 2021.

Owner: _____ City of Marshalltown
By: _____ Alicia Hunter
Title: _____ City Clerk

Project Manual

PICKLEBALL POCKET PARK

Marshalltown, Iowa

2021

City PN PRK-20002

CGA PN 5808.04



Project Manual



PICKLEBALL POCKET PARK

Marshalltown, Iowa

2021

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.

Lucas A. Wilson, P.E.
Iowa License No. P26390
License Renewal Date: 12-31-2021

_____, 2021

Prepared by
Clapsaddle-Garber Associates, Inc.
Engineers and Land Surveyors

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CGA PN 5808.04

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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PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

PICKLEBALL POCKET PARK

PROJECT NO. PRK-20002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE PICKLEBALL POCKET PARK 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 **8th day of March, 2021** 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 PRK-20002, the PICKLEBALL POCKET PARK 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 **6th day of April, 2021** for the construction of the PICKLEBALL POCKET PARK as described in the plans and specifications for Project No. PRK-20002, 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 **12th day of April, 2021** 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 PICKLEBALL POCKET PARK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK-20002. **The project includes the following:**

810 SY of PCC sidewalk (regular and colored), 90 SY of PCC driveway, 196 LF 8 inch Sch 40 PVC storm sewer, 100 LF 10 inch Sch 40 PVC storm sewer, 2-12" nyloplast storm sewer structures, 3-15" nyloplast storm sewer structures, 116 LF curb and gutter, 2 staircases with handrail, 60 LF of 8' chain link fencing, miscellaneous erosion control items, and construction of a pickleball court with associated appurtenances for pickleball courts.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK-20002 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 **8th day of March, 2021**.

Owner:	<u>City of Marshalltown</u>
By:	<u>Alicia Hunter</u>
Title:	<u>City Clerk</u>

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

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

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

ARTICLE 2—BIDDING DOCUMENTS

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

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

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

2.04 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 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 Grading Surface of Site [in xml and CAD Civil 3D format].**
 - 2. **Proposed Layout of Site [in dxf and CAD Civil 3D 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.

- 12.06 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.

18.05 *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: Lucas A. Wilson, PE
- B. The firm's address is: 16 E Main Street, Marshalltown, IA 50158
- C. Phone (641) 752-6701 x 52
- D. Email: lwilson@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
DIVISION 2 - EARTHWORK					
2.01	EXCAVATION, CLASS 10	245	CY	\$	\$
2.02	TOPSOIL, 30" (IMPORT & PLACEMENT)	145	CY	\$	\$
2.03	SUBGRADE PREPARATION, 6"	810	SY	\$	\$
2.04	SUBGRADE PREPARATION, 12"	90	SY	\$	\$
2.05	SUBGRADE PREPARATION, 12" (CHEMICALLY TREATED)	175	SY	\$	\$
2.06	SUBBASE, GRANULAR, 4"	810	SY	\$	\$
2.07	SUBBASE, GRANULAR, 6"	175	SY	\$	\$
2.08	SUBBASE, MODIFIED, 12"	90	SY	\$	\$
DIVISION 4 – SEWER AND DRAINS					
4.01	STORM SEWER, TRENCHED, SCH 40 PVC, 8"	196	LF	\$	\$
4.02	STORM SEWER, TRENCHED, SCH 40 PVC, 10"	100	LF	\$	\$
4.03	STORM SEWER, SCH 40 PVC, WYE, 8" x 8"	4	LF	\$	\$
4.04	STORM SEWER, ROOF DRAIN ADAPTER, 8"	4	EA	\$	\$
4.05	STORM SEWER, TRENCHED, PERFORATED HDPE, 4"	240	EA	\$	\$
DIVISION 4 – SEWER AND DRAINS					
5.01	WATER VALVE ADJUSTMENT	3	EA	\$	\$
DIVISION 6 – STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	STORM, INTAKE, NYLOPLAST BASIN, 12"	2	EA	\$	\$
6.02	STORM, INTAKE, NYLOPLAST BASIN, 15"	3	EA	\$	\$
6.03	MANHOLE ADJUSTMENT, MINOR	1	EA	\$	\$
6.04	CONNECTION TO EXISTING INTAKE	1	EA	\$	\$
6.05	SUBDRAIN CLEANOUT	1	EA	\$	\$
DIVISION 7 – STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, CLASS C, 8"	60	SY	\$	\$
7.02	SIDEWALK, PCC, 4"	565	SY	\$	\$
7.03	SIDEWALK, COLORED & STAMPED PCC, 4"	245	SY	\$	\$
7.04	CURB AND GUTTER, 2.5'	120	LF	\$	\$
7.05	PAVEMENT REMOVAL	915	SY	\$	\$
7.06	STAIRS WITH HANDRAIL	2	EA	\$	\$
7.07	PAVEMENT, REINFORCED PCC 5" (PICKLEBALL COURT)	175	SY	\$	\$
DIVISION 8 -TRAFFIC CONTROL					
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$	\$
DIVISION 9 -SITE WORK AND LANDSCAPING					
9.01	INLET PROTECTION DEVICE (INSTALL, MAINTAIN, & REMOVAL)	1	EA	\$	\$

9.02	FILTER SOCK (INSTALL, MAINTAIN, AND REMOVAL)	150	LF	\$	\$
DIVISION 11 - MISCELLANEOUS					
11.01	MOBILIZATION	1	LS	\$	\$
11.02	COMPACTION TESTING	1	LS	\$	\$
11.03	CONSTRUCTION STAKING	1	LS	\$	\$
11.04	SIGNAGE (REMOVE, SALVAGE, & REINSTALL)	1	EA	\$	\$
11.05	PICKLEBALL COURT ACRYLIC SURFACING	1,560	SF	\$	\$
11.06	PICKLEBALL COURT NET, POSTS, & ANCHOR	1	LS	\$	\$
11.07	8' CHAINLINK FENCE	76	LF	\$	\$
11.08	DUMPSTER ENCLOSURE	1	EA	\$	\$
11.09	MAXIFORCE, COLLAPSIBLE BOLLARDS	2	EA	\$	\$
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 The Work will be substantially complete on or before **July 16th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 13th, 2021**. Final payment shall not be made until approved by the Engineer and City of Marshalltown.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

BID BOND (PENAL SUM FORM)

Bidder Name: _____ [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: _____ [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): Pickleball Pocket Park Marshalltown, Iowa Bid Due Date: April 6th, 2021
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.: PRK-20002

Engineer: Clapsaddle-Garber Associates, Inc.

Engineer's Project No.: 5808

Project: Pickleball Pocket Park

Contract Name: Pickleball Pocket Park, PRK-20002

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:

Pickleball Pocket Park, PRK-20002

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:

645 SY of PCC sidewalk (regular and colored), 90 SY of PCC driveway, 196 LF 8 inch Sch 40 PVC storm sewer, 100 LF 10 inch Sch 40 PVC storm sewer, 2-12" nyloplast storm sewer structures, 3-15" nyloplast storm sewer structures, 116 LF curb and gutter, 2 staircases with handrail, 60 LF of 8' chain link fencing, miscellaneous erosion control items, and construction of a pickleball court with associated appurtenances for pickleball courts.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pickleball Pocket Park, PRK-20002 - 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. The Work will be substantially complete on or before **July 16th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 13th, 2021**. 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 **11** 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>): Pickleball Pocket Park – 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: _____
<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>): Pickleball Pocket Park – 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: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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

16. Definitions

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

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: [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>): Pickleball Pocket Park – 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 **July 16th, 2021** and the date by which readiness for final payment must be achieved is **August 13th, 2021**. 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

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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:

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised

and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 Reporting and Resolving Discrepancies

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
 - 1) Agreement with Change Orders or Modifications
 - 2) Specific Project Requirements
 - 3) Supplementary Conditions
 - 4) General Conditions
 - 5) Specifications (Part II)
 - 6) Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer's Office during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

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

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **five (5) 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 **25 percent** of the final Contract Price. The warranty bond period will extend to a date **five (5) 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	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2015			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			
DB	Microsoft® Access .mdb format Version 2013			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$
January	0	31	0
February	0	29	0
March	7	31	0
April	12	12	0
May	20	0	0
June	22	0	0
July	22	0	0
August	20	0	0
September	17	0	0
October	13	6	0
November	8	30	0
December	0	31	0
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.			

ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: PRK-20002
Construction Engineer: City of Marshalltown Engineer's Project No.: PRK-20002
Contractor: Contractor's Project No.:
Project: Pickleball Pocket Park
Contract Name: Pickleball Pocket Park, PRK-20002

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.: PRK-20002
Construction City of Marshalltown Engineer's Project No.: PRK-20002
Engineer:
Contractor: Contractor's Project No.:
Project: Pickleball Pocket Park
Contract Name: Pickleball Pocket Park, PRK-20002
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'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
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		\$	\$	\$	\$	\$		\$

Contractor's Application for Payment

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
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 Orders								
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:

[illegible]

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 Orders											

Stored Materials Summary

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	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specificatio n Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
Totals												

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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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PART III – SUPPLEMENTAL TECHNICAL SPECIFICATIONS

SECTION 1. COLORED & STAMPED CONCRETE (PAGES 1-6 of PART III)

SECTION 2. PICKLEBALL COURT PAVEMENT (PAGES 7-11 OF PART III)

SECTION 3. PICKLEBALL COURT ACRYLIC SURFACING (PAGES 12-16 OF PART III)

SECTION 4. PICKLEBALL NET, POSTS, & ANCHORS (PAGES 17-19 OF PART III)

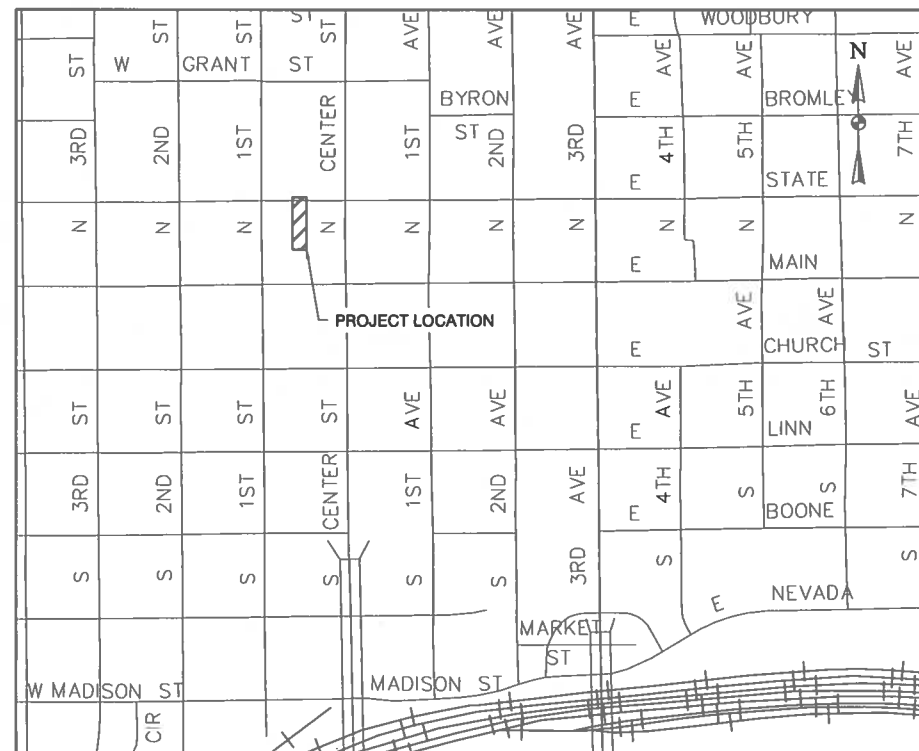
SECTION 5. CHAIN LINK FENCE (PAGES 20-23 OF PART III)

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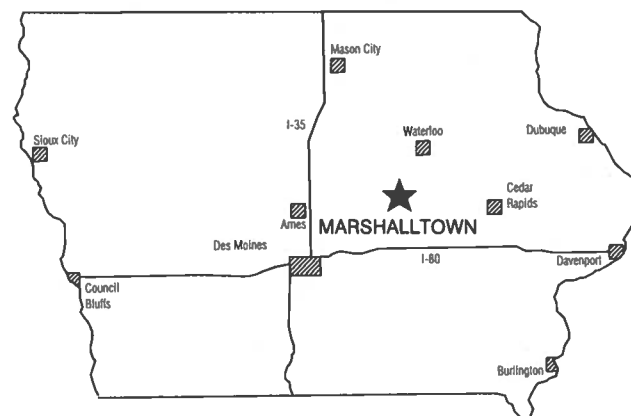
PICKLEBALL POCKET PARK MARSHALLTOWN, IOWA 2021

GRADING, PAVING, AND UTILITY INSTALLATION

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH
THE CITY OF MARSHALLTOWN SUPPLEMENTAL
SPECIFICATIONS AND THE IOWA STATEWIDE URBAN
STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS,
2021 EDITION (SUDAS).



VICINITY MAP
NOT TO SCALE



LOCATION MAP



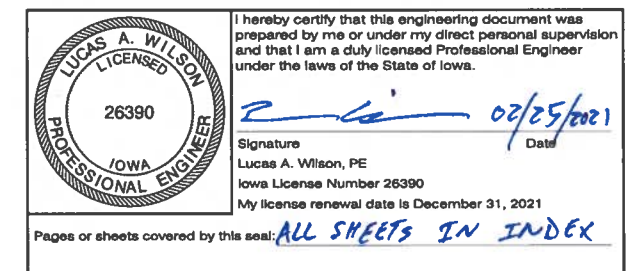
Clapsaddle-Garber Associates, Inc.
16 East Main Street, P.O. Box 754
Marshalltown, Iowa 50158
Phone 641-752-6701
www.cgaconsultants.com

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 SYCAMORE STREET - MEZZ. A
WATERLOO, IOWA 50703
319-233-8090 www.ritlandkulper.com

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C.001	TITLE SHEET
C.002	SYMBOLS, LEGEND, AND GENERAL INFORMATION
C.003-C.004	ESTIMATE OF QUANTITIES AND REFERENCE INFORMATION
C.100	EXISTING CONDITIONS & DEMOLITION PLAN
C.200	LAYOUT PLAN
C.210	UTILITY PLAN
C.300	GRADING PLAN
C.500-C.502	DETAILS



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			

PROPOSED USE

PARKS & RECREATION COURTYARD

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

SITE PLAN PREPARED BY:

RITLAND & KUIPER LANDSCAPE ARCHITECTS
501 SYCAMORE STREET
MEZZANINE A
WATERLOO, IOWA 50701
PHONE: (319) 233-8090
WWW.RITLANDKUIPER.COM

DATE OF PREPARATION:

02-15-2021

FIELD WORK COMPLETED:

11-16-2020

PROPERTY ADDRESS:

10 W. STATE STREET
MARSHALLTOWN, IOWA 50158

OWNER OF RECORD:

CITY OF MARSHALLTOWN (PARKS & RECREATION)

NOTES:

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT A LEVEL C OR D SURVEY QUALITY.
- TYPICAL DEPTH OF COVER ON WATERMAIN PIPE IN MARSHALLTOWN IS 5.5 FT.
- UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
- IOWA ONE CALL LOCATES SHALL BE CALLED IN PRIOR TO CONTRACTOR DOING ANY DIGGING, FIELD VERIFY ALL UTILITY LINES PRIOR TO CONSTRUCTION.

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

GAS/ELECTRIC - ALLIANT ENERGY
FIELD ENGINEER 800-255-4268

TELECOMMUNICATIONS - CENTURYLINK
TOM STURMER 303-453-9927

TELECOMMUNICATIONS - MEDIACOM
CURT HODGES 515-669-3647

TELECOMMUNICATIONS - UNITE PRIVATE NETWORKS, LLC
JOE KILZER 816-425-3556

TELECOMMUNICATIONS - HEART OF IOWA
JAY DUNCAN 641-486-2211

TELECOMMUNICATIONS - WINDSTREAM
LOCATE DESK 800-289-1901

STORM/SANITARY SEWER - CITY OF MARSHALLTOWN
TROY MCGAHUEY 641-751-9608

WATER WORKS - MARSHALLTOWN WATER WORKS
ZACH MAXFIELD 641-753-7913

CITY OF MARSHALLTOWN - PUBLIC WORKS
JUSTIN NICKEL 641-754-5734

CITY OF MARSHALLTOWN - PARKS & RECREATION
GEOFF HUBBARD 641-754-5715



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

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DRAWN: _____ DATE: _____
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

PICKLEBALL POCKET PARK
MARSHALLTOWN, IOWA

SYMBOLS, LEGEND, AND
GENERAL INFORMATION

PROJECT NO.
5808
SHEET NO.
C.002

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BASE BID PROJECT QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS-BUILT
DIVISION 2 - EARTHWORK				
2.01	EXCAVATION, CLASS 10	CY	245	
2.02	TOPSOIL, 30" (IMPORT AND PLACEMENT)	CY	145	
2.03	SUBGRADE PREPARATION, 6"	SY	810	
2.04	SUBGRADE PREPARATION, 12"	SY	90	
2.05	SUBGRADE PREPARATION, 12" (CHEMICALLY TREATED)	SY	175	
2.06	SUBBASE, GRANULAR, 4"	SY	810	
2.07	SUBBASE, GRANULAR, 6"	SY	175	
2.08	SUBBASE, MODIFIED, 12"	SY	90	
DIVISION 4 - SEWERS AND DRAINS				
4.01	STORM SEWER, TRENCHED, SCH 40 PVC, 8"	LF	196	
4.02	STORM SEWER, TRENCHED, SCH 40 PVC, 10"	LF	100	
4.03	STORM SEWER, SCH 40 PVC, WYE, 8" x 8"	EA	4	
4.04	STORM SEWER, ROOF DRAIN ADAPTER, 8"	EA	4	
4.05	STORM SEWER, TRENCHED, PERFORATED HDPE, 4"	LF	240	
DIVISION 5 - WATER MAINS AND APPURTENANCES				
5.01	WATER VALVE ADJUSTMENT	EA	3	
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	STORM, INTAKE, NYLOPLAST BASIN, 12"	EA	2	
6.02	STORM, INTAKE, NYLOPLAST BASIN, 15"	EA	3	
6.03	MANHOLE ADJUSTMENT, MINOR	EA	1	
6.04	CONNECTION TO EXISTING INTAKE	EA	1	
6.05	SUBDRAIN CLEANOUT	EA	1	
DIVISION 7 - STREETS AND RELATED WORK				
7.01	PAVEMENT, PCC, CLASS C, 8"	SY	60	
7.02	SIDEWALK, PCC, 4"	SY	565	
7.03	SIDEWALK, COLORED & STAMPED PCC, 4"	SY	245	
7.04	CURB & GUTTER, 2.5'	LF	120	
7.05	PAVEMENT REMOVAL	SY	964	
7.06	STAIRS WITH HANDRAIL	EA	2	
7.07	PAVEMENT, REINFORCED PCC, 5" (PICKLEBALL COURT)	SY	175	
DIVISION 8 - TRAFFIC CONTROL				
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	
DIVISION 9 - SITE WORK AND LANDSCAPING				
9.01	INLET PROTECTION DEVICE, INSTALLATION, MAINTENANCE & REMOVAL	EA	1	
9.02	FILTER SOCK, INSTALLATION, MAINTENANCE & REMOVAL	LF	150	
DIVISION 11 - MISCELLANEOUS				
11.01	MOBILIZATION	LS	1	
11.02	COMPACTION TESTING	LS	1	
11.03	CONSTRUCTION STAKING	LS	1	
11.04	SIGNAGE (REMOVE, SALVAGE, & REINSTALL)	EA	1	
11.05	PICKLEBALL COURT ACRYLIC SURFACING	SF	1,560	
11.06	PICKLEBALL COURT NET, POSTS, & ANCHOR	LS	1	
11.07	8' CHAIN LINK FENCE	LF	76	
11.08	DUMPSTER ENCLOSURE	EA	1	
11.09	MAXIFORCE, COLLAPSIBLE BOLLARDS	EA	2	

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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PICKLEBALL POCKET PARK

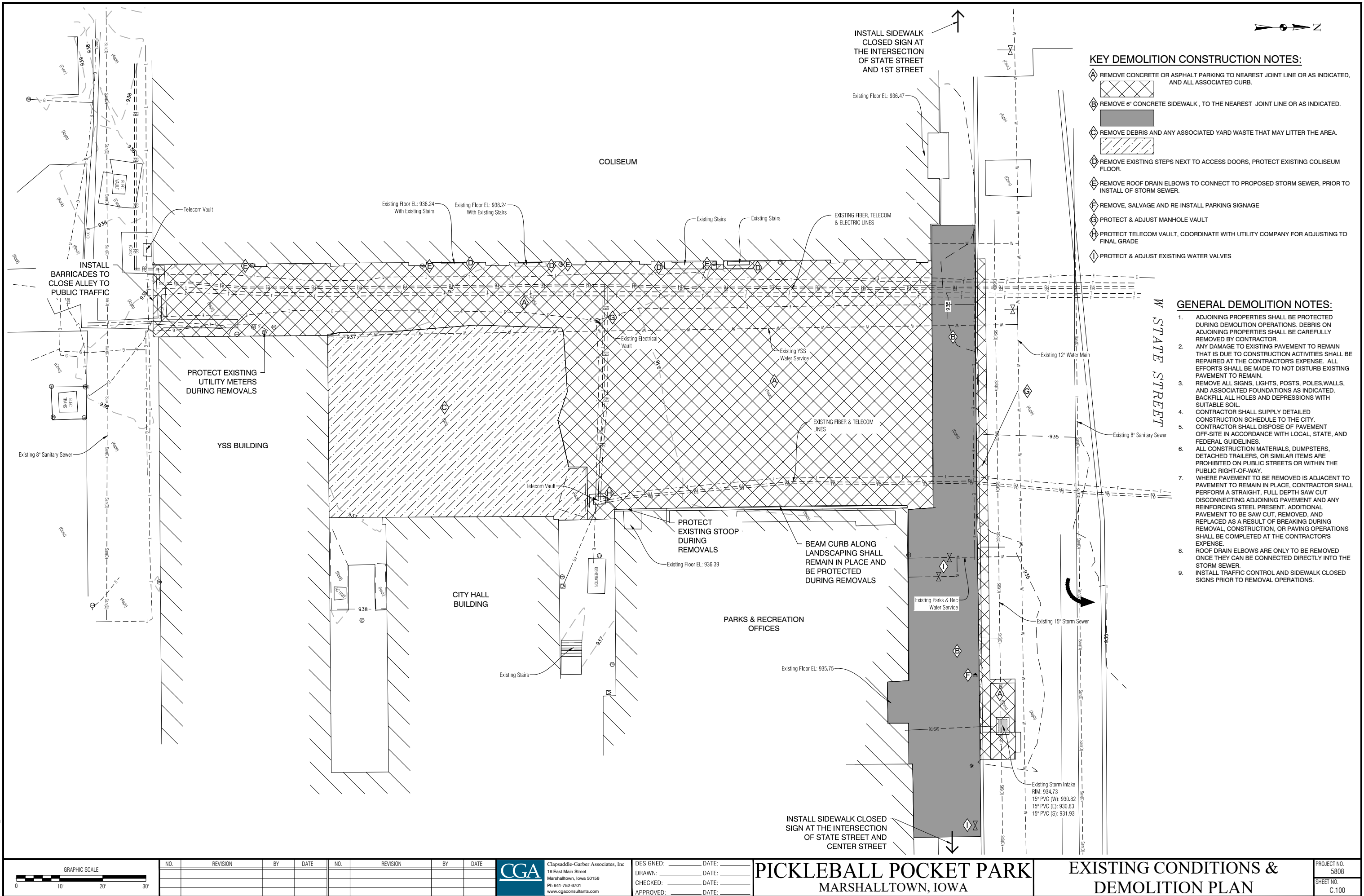
MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES AND

REFERENCE INFORMATION

PROJECT NO. 5808
SHEET NO. C.003

ESTIMATE REFERENCE INFORMATION																																																																
ITEM NO.		DESCRIPTION																																																														
2.01	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 2010 EXCEPT THE PLAN QUANTITY REFLECTS THE ANTICIPATED CUBIC YARDS OF EARTH MATERIAL NEEDED TO BE MOVED AS CALCULATED AND SHOWN ON SHEET C.300. COMPACTION/ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THIS ITEM.																																																															
	CUT: 245 CY FILL (+30%): 30 CY WASTE/HAUL OFF: 215 CY QUANTITY BASED ON THE ESTIMATION OF THE EXISTING PAVEMENT CROSS SECTION OF 4" OF ASPHALT AND NO SUBBASE. NO ADDITIONAL COMPENSATION SHALL BE GIVEN FOR VARIANCES IN THE CROSS SECTION OF THE EXISTING PAVEMENT. CORE OUTS SHALL BE DETERMINED BY THE CITY OF MARSHALLTOWN AND PAID FOR BY THE CUBIC YARD OF MATERIAL. ALL EXCAVATION ON-SITE FOR ADDITIONAL PAVEMENT, SUBBASE, AND TOPSOIL ALONG WITH HAULING MATERIAL OFF-SITE SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND COMPENSATION SHALL BE PLAN QUANTITY FOR THIS BID ITEM.																																																															
2.02	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 2010. THIS BID ITEM SHALL INCLUDE HAULING TOPSOIL ON-SITE AND PLACING AT A 30" DEPTH IN THE LANDSCAPE BEDS FOR FUTURE PLANTINGS. TOPSOIL SHALL BE UNCOMPACTED WHEN PLACED TO PROMOTE FUTURE GROWTH FOR PLANTINGS. MEASUREMENT AND COMPENSATION SHALL BE PLAN QUANTITY FOR THIS BID ITEM.																																																															
2.03-2.04	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL 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 PERFORMED BY THE CONTRACTOR. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF SUBGRADE PREPARATION COMPLETED.																																																															
2.05	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 2, PAGES 7-13 FOR SPECIFICATIONS ON THE PICKLEBALL COURT CHEMICALLY TREATED SUBGRADE (12"). REFER TO THE LAYOUT PLAN FOR LOCATION OF PICKLEBALL COURT AND REFER TO THE DETAIL SHEETS FOR CROSS SECTION OF PICKLEBALL COURT. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF 12" SUBGRADE CHEMICALLY TREATED.																																																															
2.06	ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS WHICH SUPPLEMENT SUDAS SECTIONS 2010 & 7030. REFER TO TYPICAL SECTIONS ON C.500 SHEETS FOR MORE INFORMATION ON SUBBASE. GRANULAR SUBBASE SHALL BE TO A DEPTH OF 4-INCHES AND TO THE EDGE OF SIDEWALKS. 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.																																																															
2.07	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 2, PAGES 7-13 FOR SPECIFICATIONS ON THE PICKLEBALL COURT GRANULAR SUBBASE (6"). REFER TO THE LAYOUT PLAN FOR LOCATION OF PICKLEBALL COURT AND REFER TO THE DETAIL SHEETS FOR CROSS SECTION OF PICKLEBALL COURT. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF 6" GRANULAR SUBBASE PLACED.																																																															
2.08	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL 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 UNDER THE STREET PAVEMENT AND DRIVEWAY TO THE DUMPSTER ENCLOSURE. 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 INSTALLED.																																																															
4.01-4.05	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STORM SEWER CONSTRUCTION AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. STORM SEWER SHALL BE SCH 40 GASKETED PVC AND UTILIZE SUDAS BACKFILL CLASS F-3 WITH 1" CLEAN OR APPROVED EQUIVALENT INSTALLED TO BOTTOM OF SUBBASE FOR SUBSURFACE DRAINAGE. ENGINEERING FABRIC AROUND THE POROUS BACKFILL SHALL NOT BE REQUIRED. PVC 8" WYES SHALL BE UTIIIZED WHERE ROOF DRAIN EXTENSIONS TIE INTO THE STORM SEWER TRUNK LINE. SQUARE BY CIRCULAR ROOF DRAIN ADAPTERS SHALL BE UTILIZED WHERE THE DOWNSPOUT FROM THE BUILDING IS TRANSITIONED TO THE PROPOSED 8" CIRCULAR ROOF DRAIN EXTENSION TO THE STORM SEWER. EXCAVATION, 1" CLEAN ROCK, BACKFILL, COMPACTION, ADDITIONAL FITTINGS, AND PIPE JOINT CONNECTIONS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND COMPENSATION SHALL BE PER LINEAR FEET OF STORM SEWER INSTALLED AND PER EACH WYE AND ADAPTER INSTALLED.																																																															
6.01-6.02	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STORM SEWER CONSTRUCTION AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. STORM INTAKES SHALL BE STANDARD NYLOPLAST INTAKES WITH STANDARD SLOTTED OR SOLID GRATES AS SHOWN ON THE PLANS - 1299CGS (SLOTTED 12"), 1599CGS (SLOTTED 15"), AND 1299CGC (SOLID 12"). GRATES SHALL BE INSTALLED FLUSH WITH TOP OF FINISHED GRADE FOR PROPER DRAINAGE. EXCAVATION, BACKFILL, COMPACTION, PIPE TO STRUCTURE CONNECTIONS, AND ADJUSTMENT OF RIM ELEVATIONS OF STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMEMENT AND COMPENSATION SHALL BE PER EACH INSTAKE INSTALLED.																																																															
6.03	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR PAVEMENT CONSTRUCTION IN REFERENCE TO FIXTURE ADJUSTMENTS AND SHALL BE SUPPLEMENTED TO SUDAS 6010 AND 7010. MEASUREMENT AND COMPENSATION SHALL BE PER EACH MANHOLE ADJUSTED.																																																															
6.04	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STORM SEWER CONSTRUCTION AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. EXCAVATION, SAWING, CONCRETE REMOVAL/DISPOSAL, CONNECTIONS, CONCRETE COLLARS/GROUTING, REWORK OF INTAKE INVERTS, BACKFILL AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND COMPENSATION SHALL BE PER EACH INTAKE CONNECTION.																																																															
6.05	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STORM SEWER CLEANOUT AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. BACKFILL AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND COMPENSATION SHALL BE PER EACH CLEANOUT. REFER TO SUDAS SPECIFICATION 4040.232 FOR ADDITIONAL INFORMATION.																																																															
7.01	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. CLASS C MIX MAY BE USED. THIS BID ITEM SHALL ACCOUNT FOR THE PAVING AROUND THE INTAKE BOXOUT TO BE REPLACED AND THE ENTRANCE TO THE DUMPSTER ENCLOSURE AS SHOWN ON THE PLAN SHEETS. 1" EXPANSION JOINT SHALL BE INSTALLED WHEN PAVEMENT IS ADJACENT TO ANY BUILDING, PLANTER CURB, OR SET OF STAIRS. EXPANSION JOINT SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THESE BID ITEMS. MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF PAVEMENT INSTALLED.																																																															
7.02-7.03	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 1, PAGES 1-6 FOR SPECIFICATIONS ON THE COLORED & STAMPED CONCRETE. COLORED & STAMPED CONCRETE SHALL BE UTILIZED IN COURTYARD AREA NORTH OF THE PICKLEBALL COURT PLAYING SURFACE AND SOUTH OF THE PUBLIC RIGHT-OF-WAY SIDEWALK. THE COLORS REQUIRED ARE DARK GREY AND TAN AS SHOWN IN THE SUPPLEMENTAL SPECIFICATIONS IN THE BID DOCUMENTS AND THE STAMPS SHALL BE PROVIDED BY THE MARSHALLTOWN ARTS ALLIANCE. PRIOR TO CONSTRUCTION OF COURTYARD PAVING, CONTRACTOR SHALL COORDINATE WITH THE CITY OF MARSHALLTOWN PARKS AND REC AND THE MARSHALLTOWN ARTS ALLIANCE TO OBTAIN STAMPS AND INSTALL IN THE PROPER LOCATION. A PLAN ON THE STAMPING TYPE AND LOCATION SHALL BE AGREED UPON BY THE CONTRACTOR, CITY, AND ARTS ALLIANCE PRIOR TO CONSTRUCTION. 1" EXPANSION JOINT SHALL BE INSTALLED WHEN PAVEMENT IS ADJACENT TO ANY BUILDING, PLANTER CURB, OR SET OF STAIRS. EXPANSION JOINT SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS SHALL BE INCIDENTAL TO THESE BID ITEMS. THIS BID ITEM SHALL INCLUDE SIDEWALK PAVING ALONG STATE STREET, IN COURTYARD AREA AROUND PLANTING BEDS, AND AS WELL AS CONCRETE PAVING WALK AROUND THE ASPHALT PICKLEBALL COURT PLAYING SURFACE. MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF SIDEWALK AND COLORED CONCRETE INSTALLED.																																																															
7.04	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. CLASS C MIX MAY BE USED. THIS BID ITEM SHALL ACCOUNT FOR THE CURB AND GUTTER TO BE REPLACED ALONG THE SITE'S STATE STREET FRONTAGE AS SHOWN ON THE PLAN SHEETS. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THESE BID ITEMS. MEASUREMENT AND COMPENSATION SHALL BE PER LINEAR FOOT OF CURB AND GUTTER INSTALLED.																																																															
7.05	ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS WHICH SUPPLEMENTS SUDAS SECTIONS 7030 & 7040. THE ENGINEER AND CITY SHALL APPROVE THE REMOVAL LIMITS PRIOR TO BEGINNING REMOVALS FOR SIDEWALKS, ALLEY, PARKING AREA, AND STREETS. THE EDGES OF ALL OPENINGS ALONG THE EXISTING STREET AND ALLEYWAY 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. REMOVAL OF ALL STAIRS, CURBS, PAVEMENT, REINFORCING STEEL, DEBRIS, AND TRASH 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. ALL BUILDINGS, EXISTING CURB, AND EXISTING UTILITY STRUCTURES SHALL BE PROTECTED DURING REMOVAL OPERATIONS - ANY DAMAGE TO THESE ITEMS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF PAVEMENT REMOVED.																																																															
7.06	ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9080. REFER TO C.200 FOR LOCATION AND C.300 FOR ELEVATION DETAILS ON STAIR STEPS. STAIRS SHALL HAVE A MAXIMUM RISE OF 7 INCHES (MINIMUM 4 INCHES) AND MINIMUM TREAD DEPTH OF 11 INCHES IN ALL CASES. SHOULD THE STAIRCASE HAVE MORE THAN 3 RISERS, THE STAIRCASE SHALL REQUIRE A HANDRAIL ON BOTH SIDES. BOTH STAIRCASES SHOWN ON THE SITE PLAN SHALL BE 6 FEET IN WIDTH. ALL CONCRETE, SAWCUTTING, REINFORCEMENT, HANDRAIL, FOUNDATION/ANCHORS, EXCAVATION, AND EXPANSION JOINT SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. MEASUREMENT AND COMPENSATION SHALL BE PER EACH STAIRCASE INSTALLED AS SHOWN ON THE PLANS.																																																															
7.07	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 2, PAGES 7-11 FOR SPECIFICATIONS ON THE PICKLEBALL CONCRETE PAVEMENT. REFER TO THE LAYOUT PLAN FOR LOCATION OF PICKLEBALL COURT AND REFER TO THE DETAIL SHEETS FOR CROSS SECTION OF PICKLEBALL COURT CONCRETE. CONTRACTOR SHALL PLACE NO. 5 BARS AT 12" ON CENTER IN BOTH DIRECTIONS WITHIN THE PICKLEBALL COURT SLAB. PICKLEBALL COURT SHALL BE POURED AS ONE POUR. IF CITY OF MARSHALLTOWN APPROVES TWO POURS, THERE SHALL A 6" x 18" CONCRETE BEAM CAST IN A TRENCH ACROSS THE CENTER OF THE COURT ALONG THE NET TO SUPPORT THE TWO SLABS WITH AN EXPANSION JOINT CENTERED OVER THE BEAM. A 15 MIL. MIN. THICKNESS POLYOLEFIN VAPOR BARRIER SHALL BE INSTALLED ON TOP OF SUBBASE PRIOR TO PLACEMENT OF REINFORCING STEEL. PICKLEBALL COURT SHALL HAVE 1" EXPANSION INSTALLED AROUND THE ENTIRETY OF THE PERIMETER TO PROVIDE SEPARATION FROM OTHER SIDEWALK CONCRETE. THIS BID ITEM SHALL INCLUDE 5" PCC AND ASSOCIATED MATERIALS AND LABOR REQUIRED TO ENSURE COMPLIANCE WITH SUPPLEMENTAL SPECIFICATIONS. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE YARD OF CONCRETE PLACED.																																																															
8.01	THIS ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION, SECTION 3.01. IOWA DOT STANDARD ROAD PLAN TC-202 SHALL BE UTILIZED FOR WORK BEING DONE ON THE PUBLIC SIDEWALK. IOWA DOT STANDARD ROAD PLAN TC-211 SHALL BE UTILIZED FOR WORK IN STATE STREET ON THE STORM SEWER, SIDEWALK PAVING, AND CURB & GUTTER WORK. IOWA DOT STANDARD ROAD PLAN TC-601 SHALL BE UTILIZED FOR WORK ON THE SIDEWALK INSTRUCTING PEDESTRIANS TO CROSS TO THE NORTH SIDE OF STATE STREET AT THE INTERSECTIONS OF STATE/1ST OR STATE/CENTER. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE AT THE CONTRACT LUMP SUM PRICE.																																																															
9.01-9.02	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9040 FOR STRAW WATTLES AND INLET PROTECTION BASKETS AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. INLET PROTECTION SHALL BE PROVIDED AT THE EXISTING PUBLIC STORM SEWER INTAKE IN STATE STREET. FILTER SOCKS SHALL BE PROVIDED ALONG THE FRONTAGE OF THIS PROJECT ALONG STATE STREET TO PREVENT EROSION AND SEDIMENT ENTERING STATE STREET AND GETTING INTO THE PUBLIC STORM SEWER SYSTEM. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PER LINEAR FOOT FOR EACH WATTLE INSTALLED, MAINTAINED, AND REMOVED.																																																															
11.01	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 11.020.																																																															
11.02	REFER TO CITY OF MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS AND SUDAS SECTION 2010. COMPACTION TESTING SHALL BE PROVIDED FOR ALL SUBGRADE AND SUBBASE LAYERS. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE A LUMP SUM AS SHOWN ON THE BIDDING DOCUMENTS.																																																															
11.03	CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL REMOVALS, GRADING, LAYOUT, UTILITIES, AND PICKLEBALL COURT ITEMS. REMOVAL LIMITS SHALL BE APPROVED BY THE CITY OF MARSHALLTOWN PRIOR TO COMMENCEMENT OF WORK. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE A LUMP SUM AS SHOWN ON THE BIDDING DOCUMENTS.																																																															
11.04	THIS BID ITEM SHALL ACCOUNT FOR THE PARKING SIGN IN FRONT OF THE PARKS AND RECREATION DEPARTMENT TO BE REMOVED, SALVAGED TO THE CITY OF MARSHALLTOWN PUBLIC WORKS, AND REINSTALLED BY THE CONTRACTOR. THE SIGN SHALL BE PROTECTED DURING REMOVAL OPERATIONS AND DAMAGE TO THE SIGN DURING THIS OR THE INSTALLATION PROCESS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. SIGNAGE PLACEMENT SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN PUBLIC WORKS DEPARTMENT. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER EACH SIGN REMOVED,SALVAGED, AND REINSTALLED.																																																															
11.05	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 3, PAGES 12-16 IN THE FRONT END BID DOCUMENTS FOR SPECIFICATIONS ON THE ACRYLIC PAINT SURFACING FOR THE PICKLEBALL COURT. REFER TO SHEET C.200 FOR LOCATION OF PICKLEBALL COURT AND SUPPLEMENTAL SPECIFICATIONS FOR COLORS OF ACRYLIC PAINT. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER SQUARE FOOT OF PICKLEBALL COURT ACRYLIC PAINT SURFACING.																																																															
11.06	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 4, PAGES 17-19 IN THE FRONT END BID DOCUMENTS FOR SPECIFICATIONS ON THE PICKLEBALL NET, POSTS, AND ANCHOR. REFER TO THE DETAIL SHEETS FOR ADDITIONAL INFORMATION ON THE POSTS AND ANCHOR. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE A LUMP SUM AS SHOWN ON THE BIDDING DOCUMENTS FOR ALL NETTING, POSTS, FITTINGS, ANCHORS, HARDWARE, AND OTHER ASSOCIATED PARTS NEEDED TO INSTALL THE PICKLEBALL NET, POSTS, AND ANCHOR AND THESE ITEMS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM INCLUDED IN THE LUMP SUM PRICE.																																																															
11.07	REFER TO PART III - SUPPLEMENTAL TECHNICAL SPECIFICATIONS, SECTION 5, PAGES 20-23 IN THE FRONT END BID DOCUMENTS FOR SPECIFICATIONS ON THE CHAIN LINK FENCE. REFER TO SHEET C.200 FOR LOCATION OF FENCING AND THE DETAIL SHEETS FOR ADDITIONAL INFORMATION ON THE CHAIN LINK FENCE. ALL ASSOCIATED HARDWARE, CHAIN LINK FABRIC, TENSION RODS, POSTS, CONCRETE, EXCAVATION, RAILS, AND OTHER PARTS TO INSTALL 8" CHAIN LINK FENCE SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. METHOD OF MEASUREMENT AND PAYMENT SHALL BE PER LINEAR FEET OF 8" CHAIN LINK FENCE INSTALLED.																																																															
11.08	REFER TO THE LAYOUT PLAN FOR LOCATION ON THE SITE. REFER TO SHEET C.502 FOR ADDITIONAL DETAILS ON DUMPSTER ENCLOSURE. ENCLOSURE SHALL BE MADE OF TREATED WOOD (PAINTED BLACK) WITH A LOCKABLE GATE FACING STATE STREET. DUMPSTER SHALL MATCH DIMENSIONS AS SHOWN ON THE DETAIL SHEETS. ORIENTATION OF THE DUMPSTER ENCLOSURE SHALL BE COORDINATED WITH THE CITY OF MARSHALLTOWN PRIOR TO ORDERING MATERIALS. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER EACH DUMPSTER ENCLOSURE INSTALLED.																																																															
11.09	REFER TO THE LAYOUT PLAN FOR LOCATION ON THE SITE. REFER TO SHEET C.500 FOR ADDITIONAL DETAILS ON MAXIFORCE COLLAPSIBLE BOLLARDS. BOLLARD LOCATIONS SHALL MATCH DIMENSIONS AS SHOWN ON THE LAYOUT PLAN AND FINAL LOCATION SHALL BE VERIFIED WITH THE CITY OF MARSHALLTOWN PRIOR TO INSTALLATION. BOLLARS SHALL BE MAXIFORCE PRODUCT NUMBER MCSP-SS1-EZ AND PRODUCT SHALL BE REVIEWED/APPROVED BY THE CITY OF MARSHALLTOWN PRIOR TO ORDERING MATERIALS. METHOD OF MEASUREMENT AND COMPENSATION SHALL BE PER EACH BOLLARD INSTALLED.																																																															
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KEY DEMOLITION CONSTRUCTION NOTES:

- A** REMOVE CONCRETE OR ASPHALT PARKING TO NEAREST JOINT LINE OR AS INDICATED, AND ALL ASSOCIATED CURB.
- B** REMOVE 6" CONCRETE SIDEWALK, TO THE NEAREST JOINT LINE OR AS INDICATED.
- C** REMOVE DEBRIS AND ANY ASSOCIATED YARD WASTE THAT MAY LITTER THE AREA.
- D** REMOVE EXISTING STEPS NEXT TO ACCESS DOORS, PROTECT EXISTING COLISEUM FLOOR.
- E** REMOVE ROOF DRAIN ELBOWS TO CONNECT TO PROPOSED STORM SEWER, PRIOR TO INSTALL OF STORM SEWER.
- F** REMOVE, SALVAGE AND RE-INSTALL PARKING SIGNAGE
- G** PROTECT & ADJUST MANHOLE VAULT
- H** PROTECT TELECOM VAULT, COORDINATE WITH UTILITY COMPANY FOR ADJUSTING TO FINAL GRADE
- I** PROTECT & ADJUST EXISTING WATER VALVES

GENERAL DEMOLITION NOTES:

- ADJOINING PROPERTIES SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY CONTRACTOR.
- ANY DAMAGE TO EXISTING PAVEMENT TO REMAIN THAT IS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT TO REMAIN.
- REMOVE ALL SIGNS, LIGHTS, POSTS, POLES, WALLS, AND ASSOCIATED FOUNDATIONS AS INDICATED. BACKFILL ALL HOLES AND DEPRESSIONS WITH SUITABLE SOIL.
- CONTRACTOR SHALL SUPPLY DETAILED CONSTRUCTION SCHEDULE TO THE CITY.
- CONTRACTOR SHALL DISPOSE OF PAVEMENT OFF-SITE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES.
- ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.
- WHERE PAVEMENT TO BE REMOVED IS ADJACENT TO PAVEMENT TO REMAIN IN PLACE, CONTRACTOR SHALL PERFORM A STRAIGHT, FULL DEPTH SAW CUT DISCONNECTING ADJOINING PAVEMENT AND ANY REINFORCING STEEL PRESENT. ADDITIONAL PAVEMENT TO BE SAW CUT, REMOVED, AND REPLACED AS A RESULT OF BREAKING DURING REMOVAL, CONSTRUCTION, OR PAVING OPERATIONS SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
- ROOF DRAIN ELBOWS ARE ONLY TO BE REMOVED ONCE THEY CAN BE CONNECTED DIRECTLY INTO THE STORM SEWER.
- INSTALL TRAFFIC CONTROL AND SIDEWALK CLOSED SIGNS PRIOR TO REMOVAL OPERATIONS.



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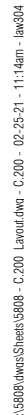
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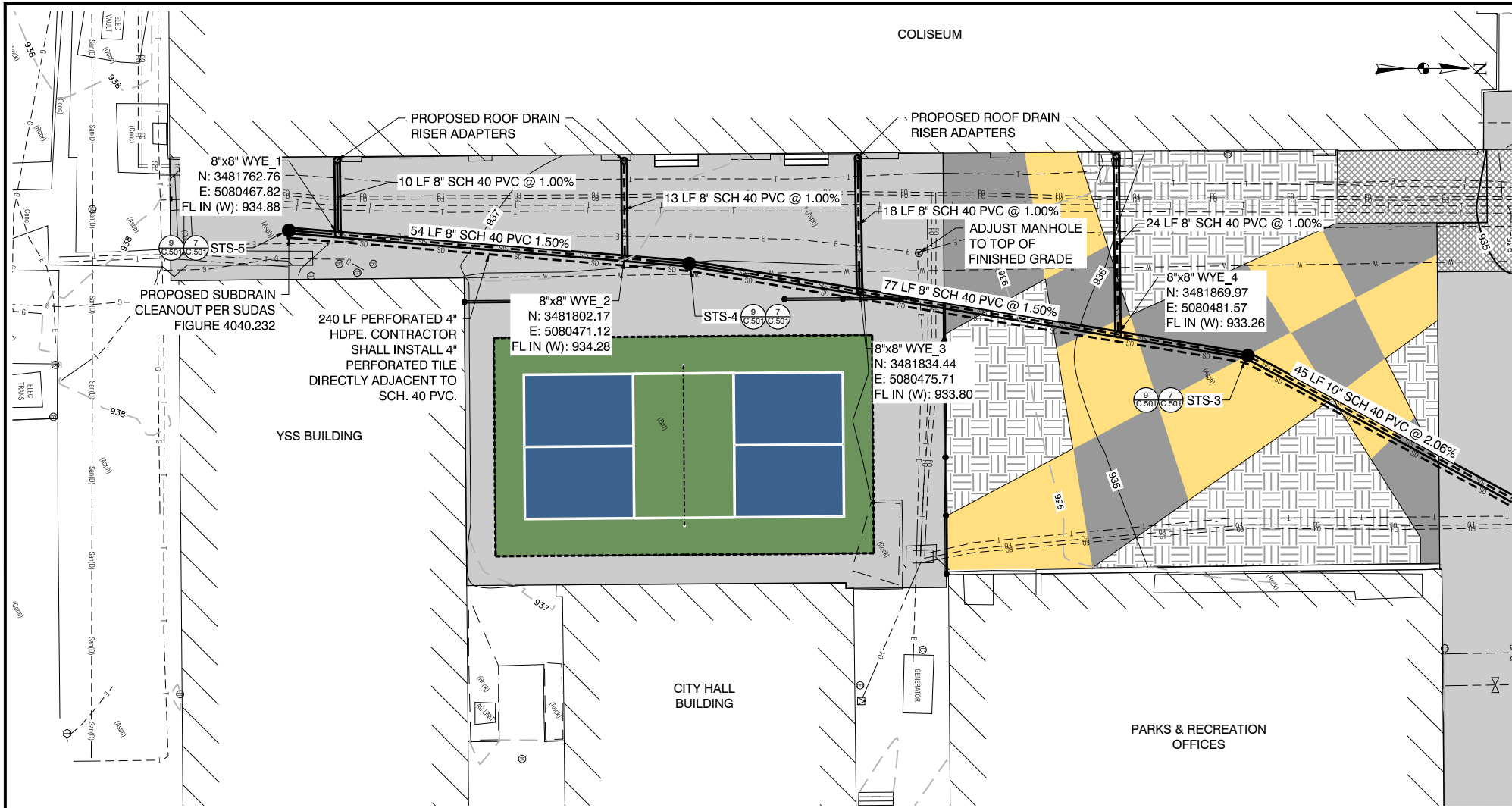
PICKLEBALL POCKET PARK
MARSHALLTOWN, IOWA

EXISTING CONDITIONS &
DEMOLITION PLAN

PROJECT NO.
5808

SHEET NO.
C.100



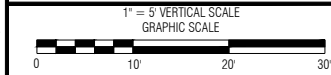
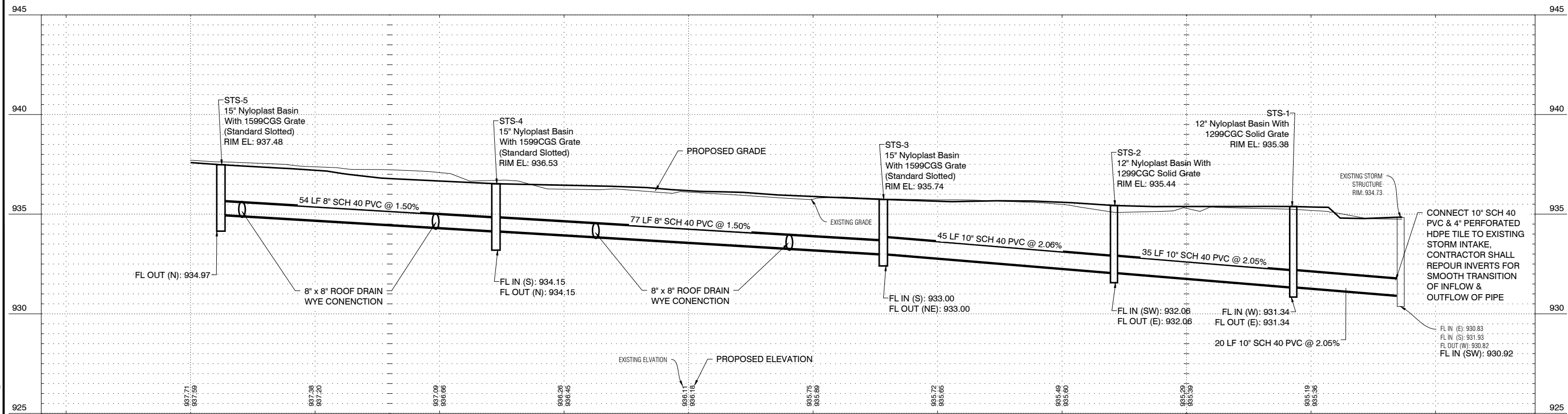
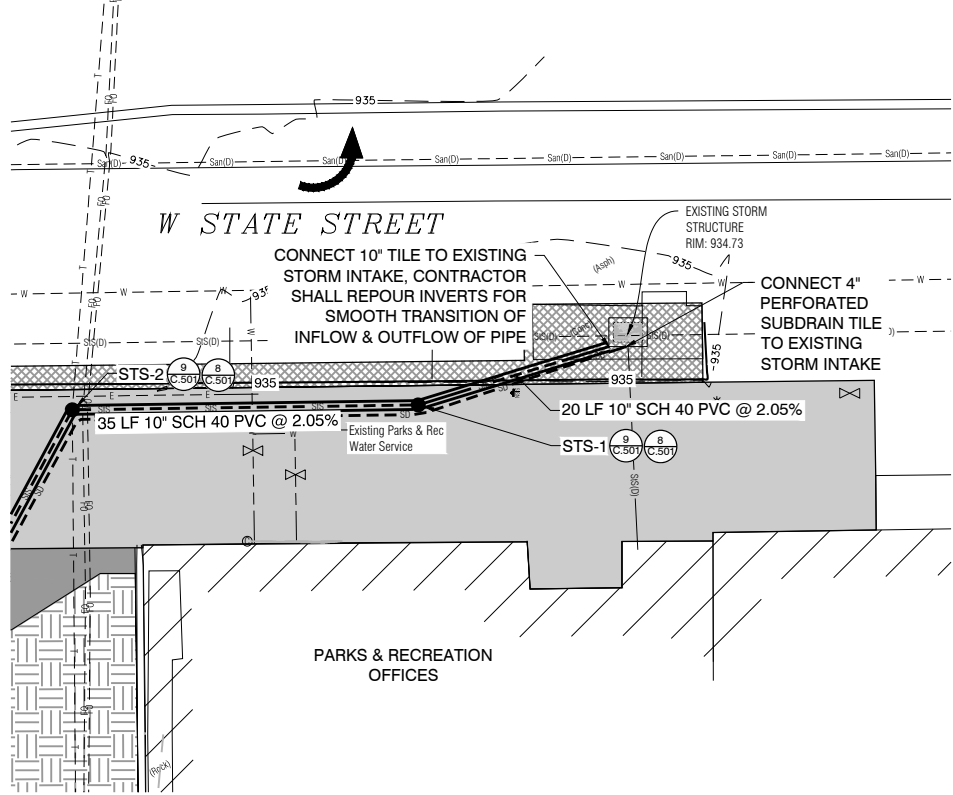


GENERAL UTILITY NOTES:

1. EXISTING SEWER FLOW LINES, PIPE MATERIAL, & PIPE SIZES SHALL BE FIELD VERIFIED PRIOR TO INSTALLING PIPE OR ORDERING STRUCTURES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL ROOF DRAINS SHALL BE TIED INTO STORM SEWER LINES AS SHOWN. ROOF DRAIN ELBOWS SHALL NOT BE REMOVED UNTIL ROOF DRAINING ARE BEING TIED INTO STORM SEWER. CAUTION SHALL BE TAKEN WHEN TRENCHING STORM SEWER TILE AROUND FIBER, ELECTRICAL, AND TELECOM LINES PRIOR TO INSTALLING STORM SEWER TILE.

CONSTRUCTION DETAILS

- 7 C.501 INSTALL 15\"/>



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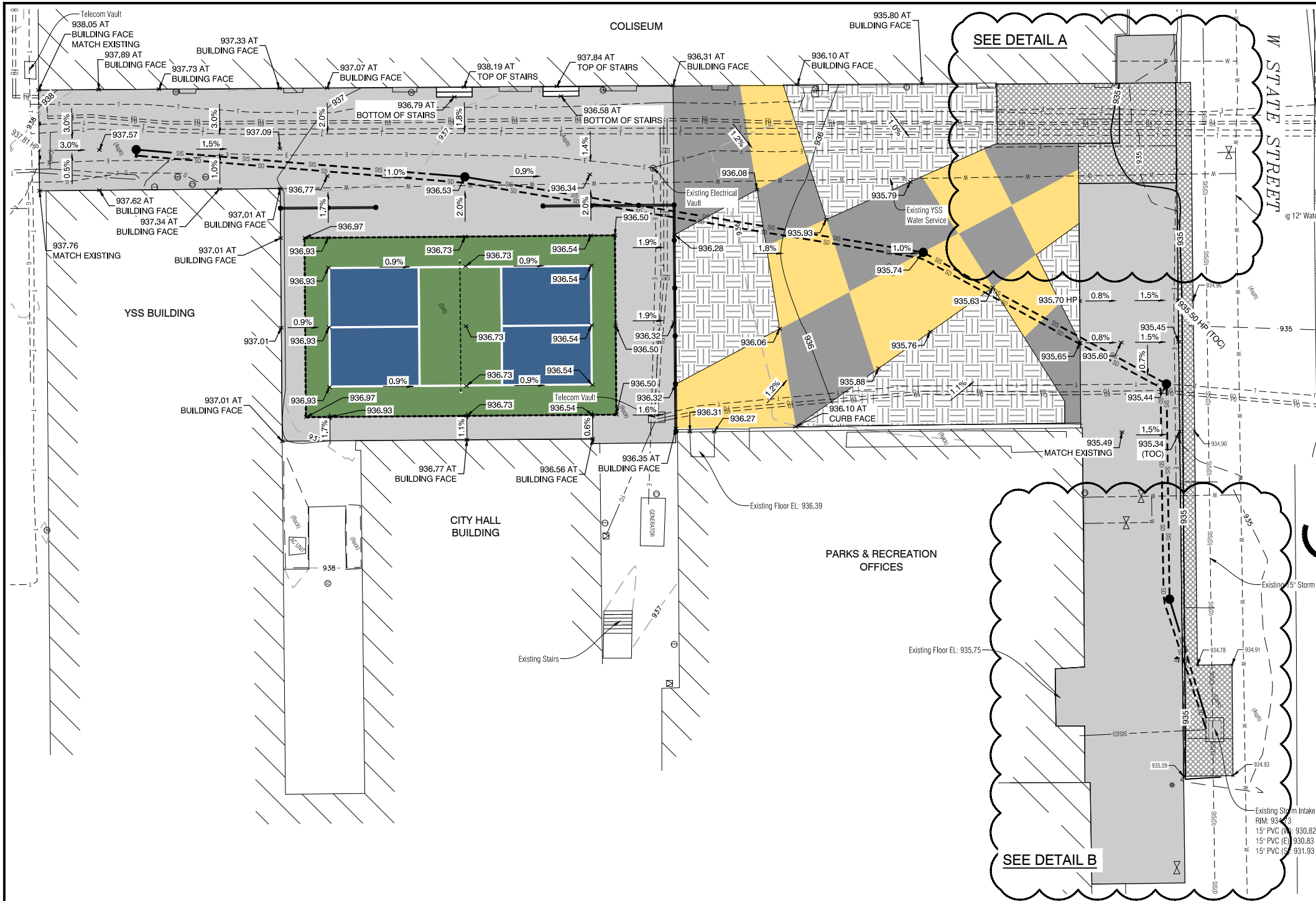
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PICKLEBALL POCKET PARK
MARSHALLTOWN, IOWA

UTILITY PLAN

PROJECT NO.
5808
SHEET NO.
C.210

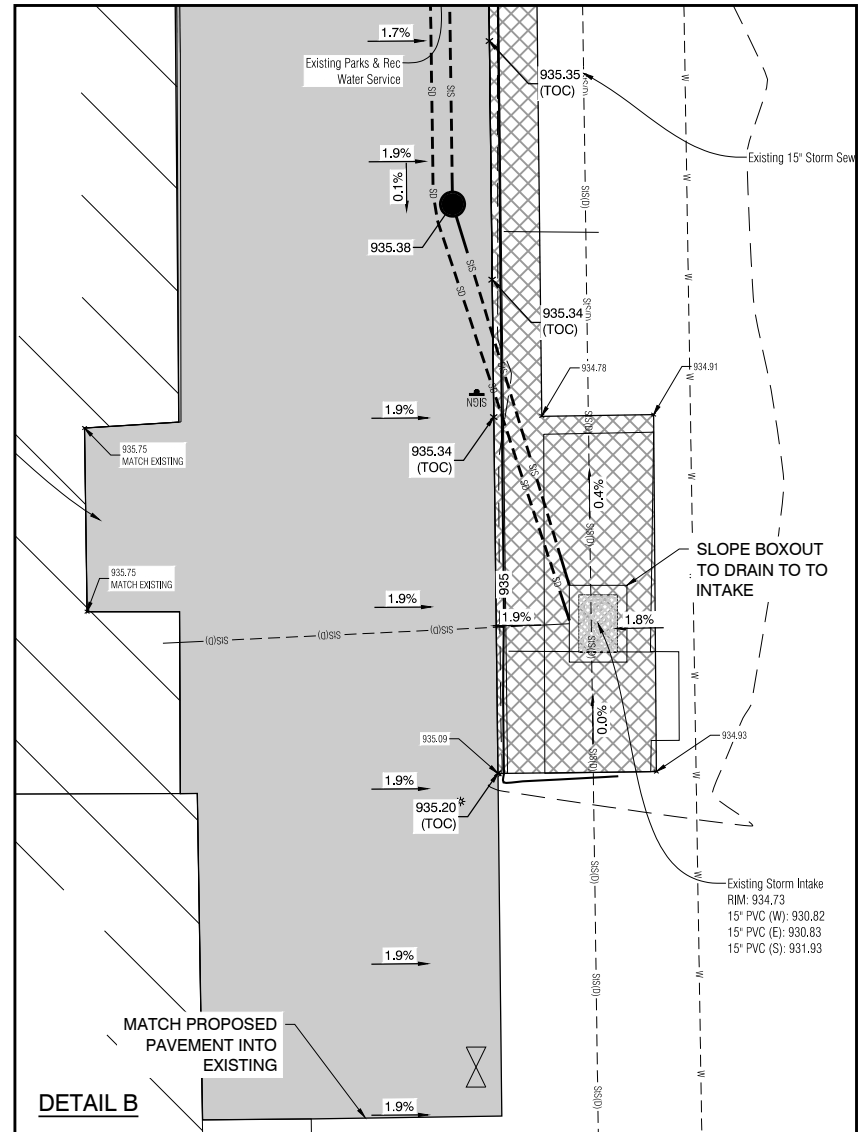
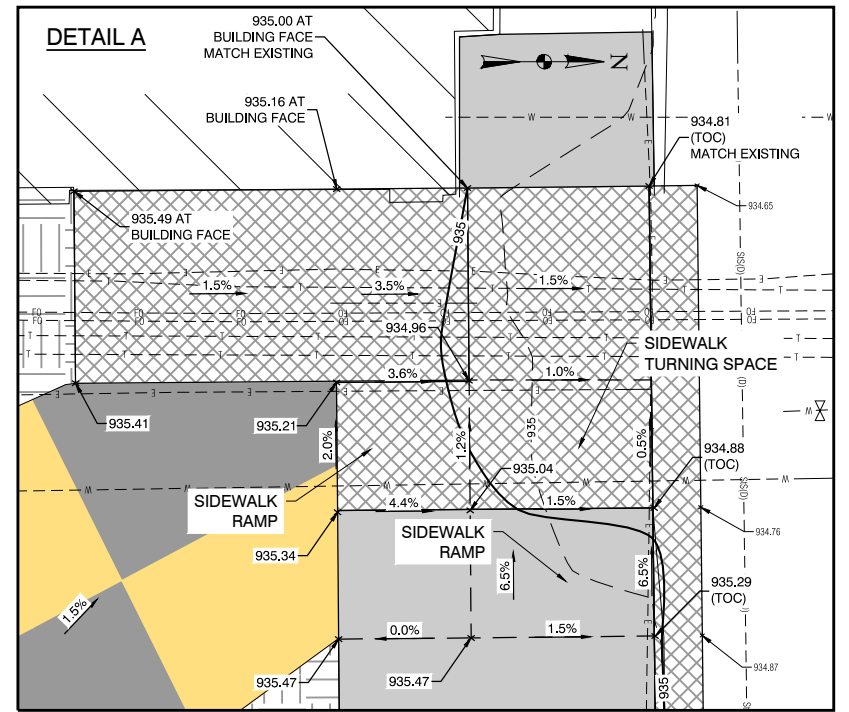


LEGEND

- | | |
|---------|---------------------------|
| TOC | TOP OF CURB |
| HP | HIGH POINT |
| LP | LOW POINT |
| T/W | TOP OF WALL |
| B/W | BOTTOM OF WALL |
| 2.0% | PROPOSED SLOPE |
| | PROPOSED DRAINAGE PATTERN |
| x 00.00 | EXISTING SPOTS |
| x 00.00 | PROPOSED SPOTS |

GENERAL GRADING NOTES

1. SLOPES SHALL NOT BE GREATER THAN 3:1
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. SURFACE CONTOURS SHOWN ARE TO TOP OF FINISHED GRADE IN THE GREEN SPACE AND TOP OF PAVEMENT IN PAVED AREAS.
5. STAMPING OF CONCRETE WITH STAMPS PROVIDED BY MARSHALLTOWN ARTS ALLIANCE SHALL BE PERFORMED AS TO NOT IMPACT DRAINAGE PATTERNS OF PROPOSED PAVING. STAMPING SHALL BE DONE UNIFORMLY AND SHALL NOT CAUSE HEAVING OF PAVEMENT AROUND EDGES OF STAMPS WHICH COULD CAUSE PONDING OF WATER.



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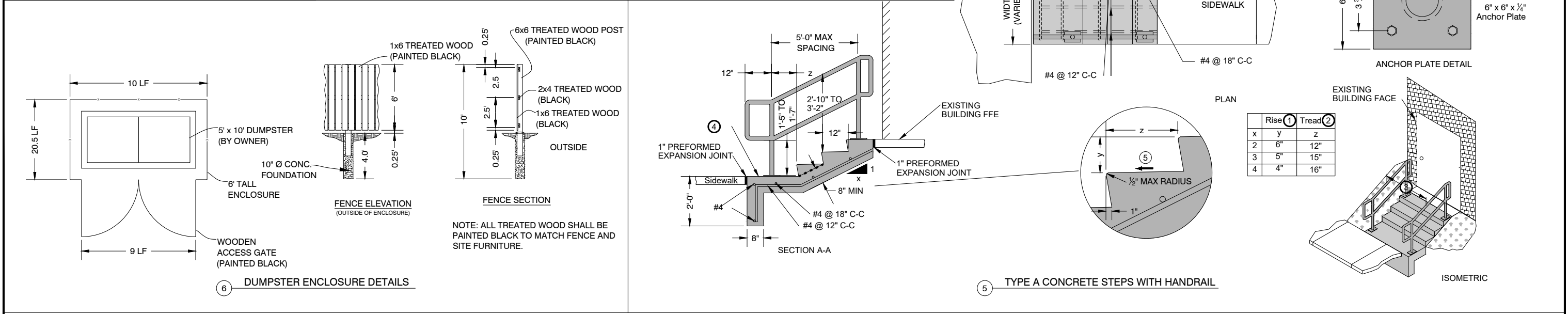
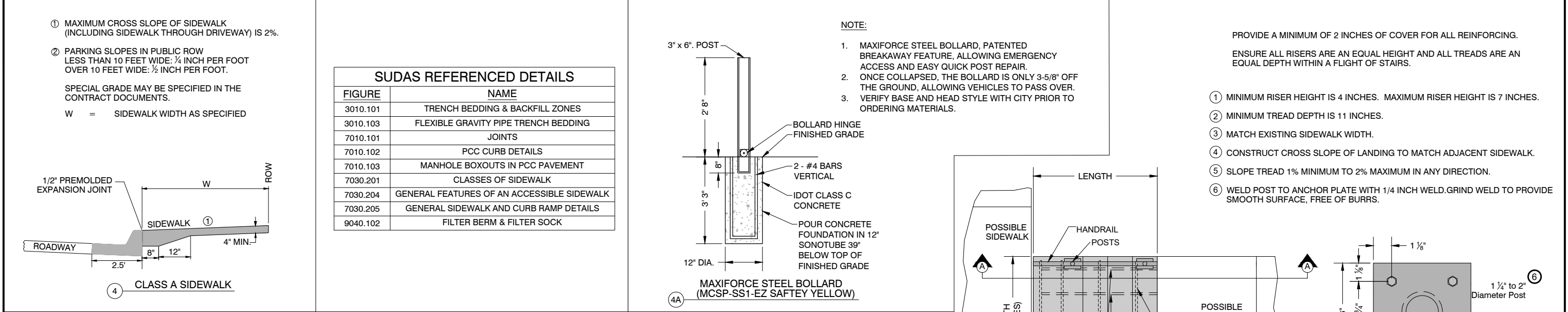
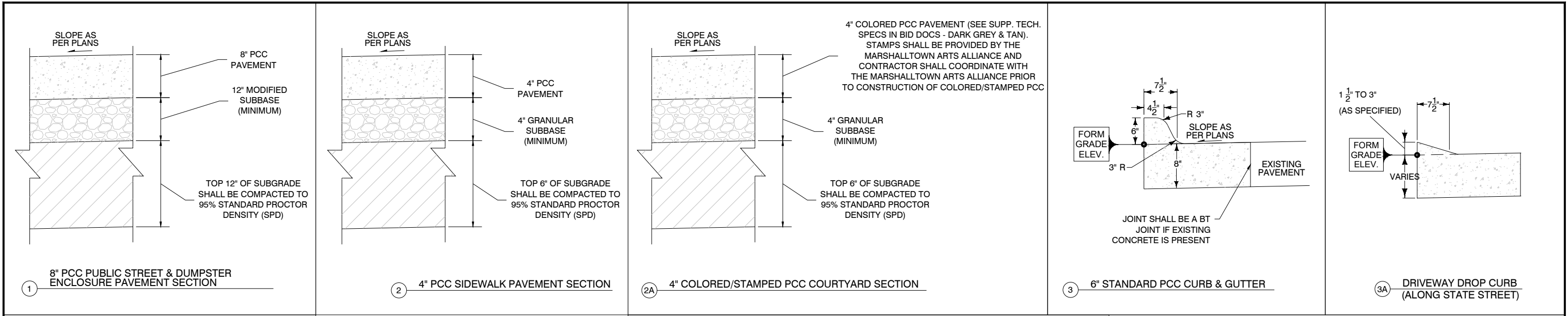
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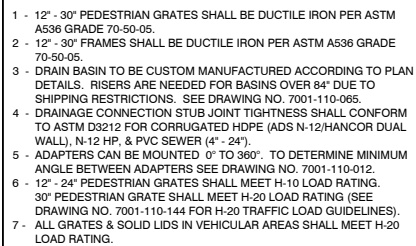
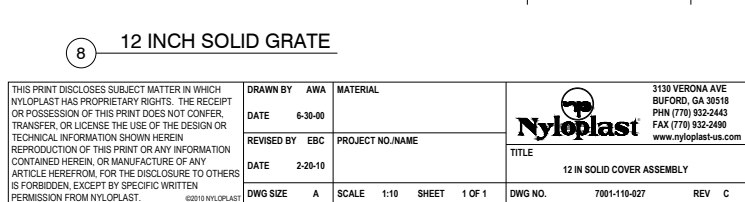
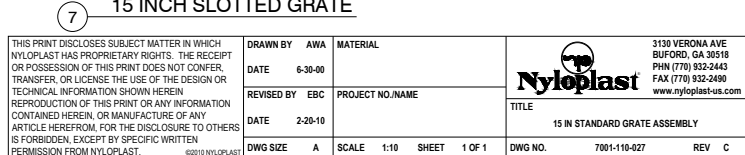
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PICKLEBALL POCKET PARK
MARSHALLTOWN, IOWA

GRADING PLAN

PROJECT NO.
5808
SHEET NO.
C.300





NOTE: STRUCTURE SHALL BE NYLOPLAST OR APPROVED EQUIVALENT



THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH THIS PRINT HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN. REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.		DRAWN BY	EB	MATERIAL	PVC	 3130 VERONA AVE BURLFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-4040 www.nyloplast-us.com	
		DATE	4-20-07				
		REVISED BY	JUC	PROJECT NO./NAME		TITLE	
		DATE	4-25-13			DRAIN BASIN WITH PEDESTRIAN GRATE	
						QUICK SPEC INSTALLATION DETAIL	
DWG SIZE	A	SCALE	1:40	1:20	1 OF 1	DWG NO.	7001-110-283
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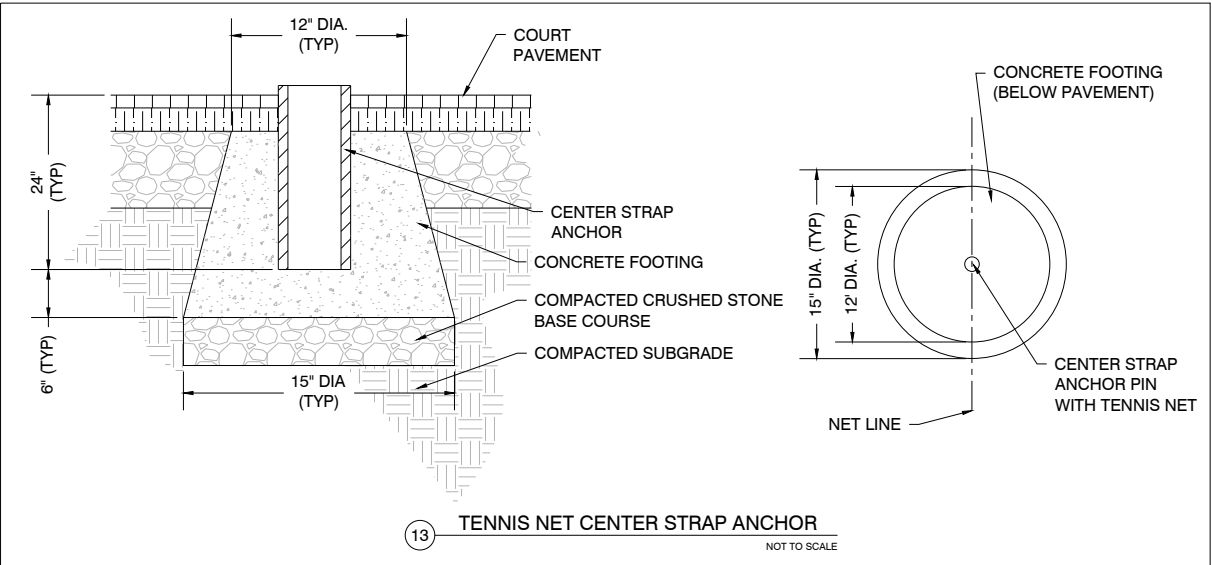
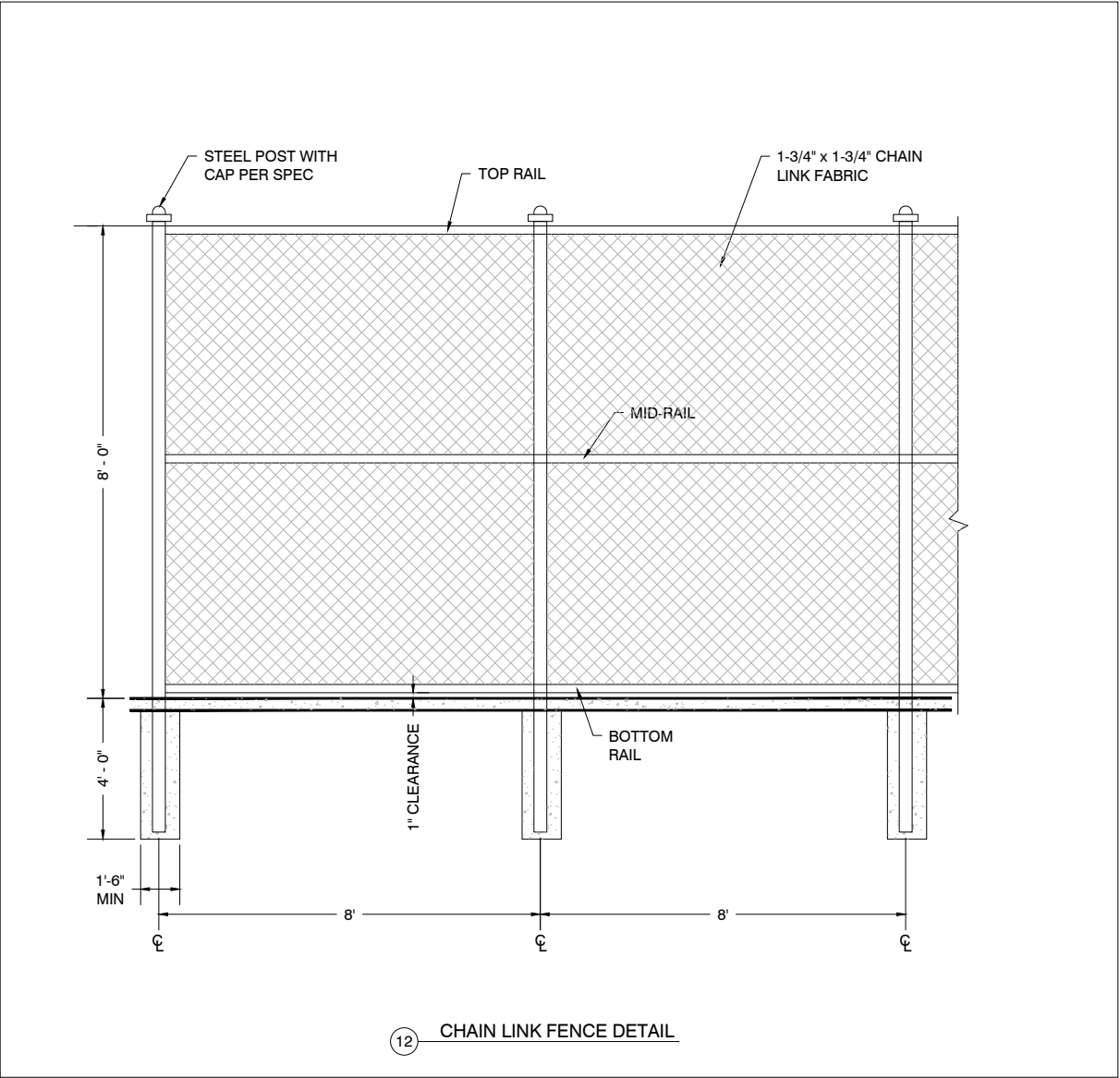
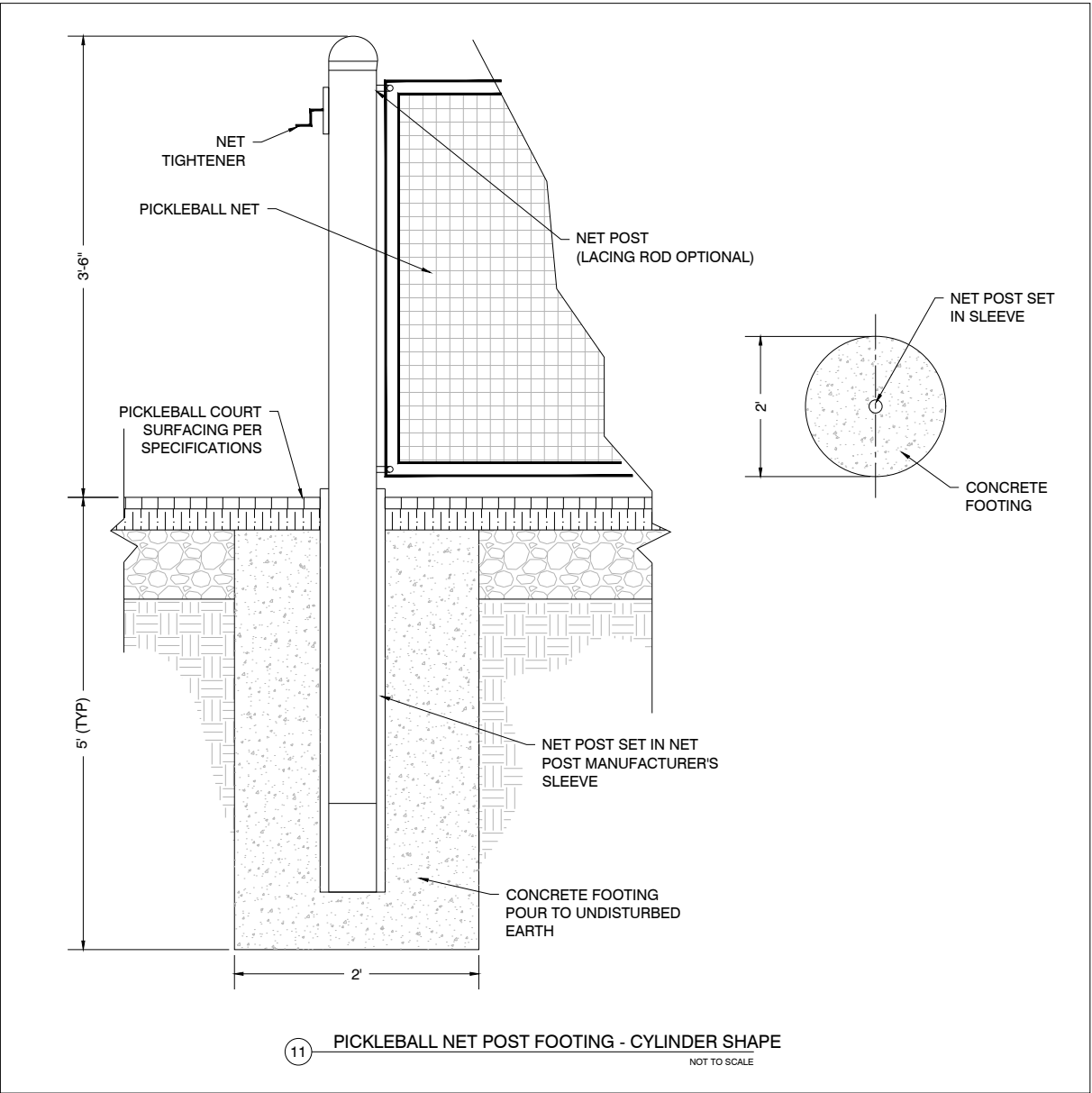
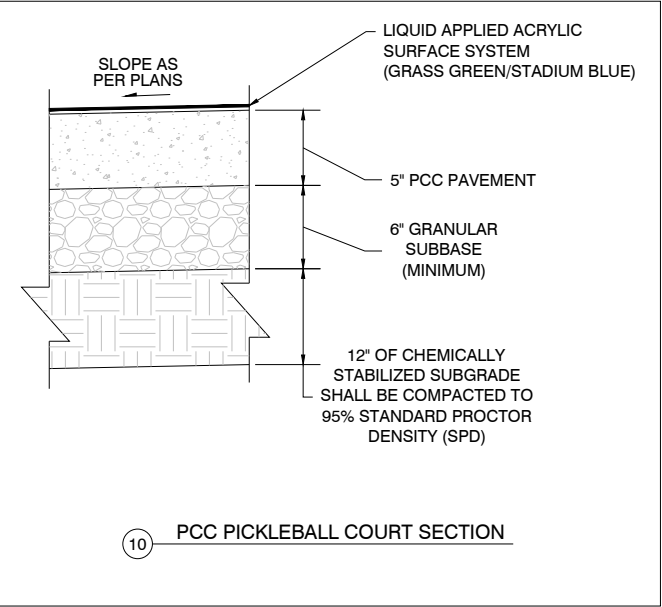
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PICKLEBALL POCKET PARK

DETAILS

PROJECT NO.	5808
SHEET NO.	C.501



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PICKLEBALL POCKET PARK

MARSHALLTOWN, IOWA

DETAILS

PROJECT NO. 5808
SHEET NO. C.502

Project Manual

PICKLEBALL POCKET PARK

Marshalltown, Iowa

2021

City PN PRK-20002

CGA PN 5808.04



Project Manual



PICKLEBALL POCKET PARK

Marshalltown, Iowa

2021

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.

Lucas A. Wilson, P.E.

Iowa License No. P26390

License Renewal Date: 12-31-2021

February 25th, 2021

Prepared by
Clapsaddle-Garber Associates, Inc.
Engineers and Land Surveyors

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CGA PN 5808.04

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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PART I – BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

PICKLEBALL POCKET PARK

PROJECT NO. PRK-20002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE PICKLEBALL POCKET PARK 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 **8th day of March, 2021** 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 PRK-20002, the PICKLEBALL POCKET PARK 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 **6th day of April, 2021** for the construction of the PICKLEBALL POCKET PARK as described in the plans and specifications for Project No. PRK-20002, 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 **12th day of April, 2021** 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 PICKLEBALL POCKET PARK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK-20002. **The project includes the following:**

810 SY of PCC sidewalk (regular and colored), 90 SY of PCC driveway, 196 LF 8 inch Sch 40 PVC storm sewer, 100 LF 10 inch Sch 40 PVC storm sewer, 2-12" nyloplast storm sewer structures, 3-15" nyloplast storm sewer structures, 116 LF curb and gutter, 2 staircases with handrail, 60 LF of 8' chain link fencing, miscellaneous erosion control items, and construction of a pickleball court with associated appurtenances for pickleball courts.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK-20002 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 **8th day of March, 2021**.

Owner:	<u>City of Marshalltown</u>
By:	<u>Alicia Hunter</u>
Title:	<u>City Clerk</u>

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

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

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

ARTICLE 2—BIDDING DOCUMENTS

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

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

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

2.04 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 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 Grading Surface of Site [in xml and CAD Civil 3D format].**
 - 2. **Proposed Layout of Site [in dxf and CAD Civil 3D 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: Lucas A. Wilson, PE
 - B. The firm's address is: 16 E Main Street, Marshalltown, IA 50158
 - C. Phone (641) 752-6701 x 52
 - D. Email: lwilson@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

BIDDING DOCUMENTS

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
DIVISION 2 - EARTHWORK					
2.01	EXCAVATION, CLASS 10	245	CY	\$	\$
2.02	TOPSOIL, 30" (IMPORT & PLACEMENT)	145	CY	\$	\$
2.03	SUBGRADE PREPARATION, 6"	810	SY	\$	\$
2.04	SUBGRADE PREPARATION, 12"	90	SY	\$	\$
2.05	SUBGRADE PREPARATION, 12" (CHEMICALLY TREATED)	175	SY	\$	\$
2.06	SUBBASE, GRANULAR, 4"	810	SY	\$	\$
2.07	SUBBASE, GRANULAR, 6"	175	SY	\$	\$
2.08	SUBBASE, MODIFIED, 12"	90	SY	\$	\$
DIVISION 4 – SEWER AND DRAINS					
4.01	STORM SEWER, TRENCHED, SCH 40 PVC, 8"	196	LF	\$	\$
4.02	STORM SEWER, TRENCHED, SCH 40 PVC, 10"	100	LF	\$	\$
4.03	STORM SEWER, SCH 40 PVC, WYE, 8" x 8"	4	LF	\$	\$
4.04	STORM SEWER, ROOF DRAIN ADAPTER, 8"	4	EA	\$	\$
4.05	STORM SEWER, TRENCHED, PERFORATED HDPE, 4"	240	EA	\$	\$
DIVISION 4 – SEWER AND DRAINS					
5.01	WATER VALVE ADJUSTMENT	3	EA	\$	\$
DIVISION 6 – STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	STORM, INTAKE, NYLOPLAST BASIN, 12"	2	EA	\$	\$
6.02	STORM, INTAKE, NYLOPLAST BASIN, 15"	3	EA	\$	\$
6.03	MANHOLE ADJUSTMENT, MINOR	1	EA	\$	\$
6.04	CONNECTION TO EXISTING INTAKE	1	EA	\$	\$
6.05	SUBDRAIN CLEANOUT	1	EA	\$	\$
DIVISION 7 – STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, CLASS C, 8"	60	SY	\$	\$
7.02	SIDEWALK, PCC, 4"	565	SY	\$	\$
7.03	SIDEWALK, COLORED & STAMPED PCC, 4"	245	SY	\$	\$
7.04	CURB AND GUTTER, 2.5'	120	LF	\$	\$
7.05	PAVEMENT REMOVAL	915	SY	\$	\$
7.06	STAIRS WITH HANDRAIL	2	EA	\$	\$
7.07	PAVEMENT, REINFORCED PCC 5" (PICKLEBALL COURT)	175	SY	\$	\$
DIVISION 8 -TRAFFIC CONTROL					
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$	\$
DIVISION 9 -SITE WORK AND LANDSCAPING					
9.01	INLET PROTECTION DEVICE (INSTALL, MAINTAIN, & REMOVAL)	1	EA	\$	\$

9.02	FILTER SOCK (INSTALL, MAINTAIN, AND REMOVAL)	150	LF	\$	\$
DIVISION 11 - MISCELLANEOUS					
11.01	MOBILIZATION	1	LS	\$	\$
11.02	COMPACTION TESTING	1	LS	\$	\$
11.03	CONSTRUCTION STAKING	1	LS	\$	\$
11.04	SIGNAGE (REMOVE, SALVAGE, & REINSTALL)	1	EA	\$	\$
11.05	PICKLEBALL COURT ACRYLIC SURFACING	1,560	SF	\$	\$
11.06	PICKLEBALL COURT NET, POSTS, & ANCHOR	1	LS	\$	\$
11.07	8' CHAINLINK FENCE	76	LF	\$	\$
11.08	DUMPSTER ENCLOSURE	1	EA	\$	\$
11.09	MAXIFORCE, COLLAPSIBLE BOLLARDS	2	EA	\$	\$
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 The Work will be substantially complete on or before **July 16th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 13th, 2021**. Final payment shall not be made until approved by the Engineer and City of Marshalltown.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

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

BID BOND (PENAL SUM FORM)

Bidder Name: _____ [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: _____ [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): Pickleball Pocket Park Marshalltown, Iowa Bid Due Date: April 6th, 2021
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? g Yes g 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

NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: PRK-20002

Engineer: Clapsaddle-Garber Associates, Inc.

Engineer's Project No.: 5808

Project: Pickleball Pocket Park

Contract Name: Pickleball Pocket Park, PRK-20002

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:

Pickleball Pocket Park, PRK-20002

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

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:

645 SY of PCC sidewalk (regular and colored), 90 SY of PCC driveway, 196 LF 8 inch Sch 40 PVC storm sewer, 100 LF 10 inch Sch 40 PVC storm sewer, 2-12" nyloplast storm sewer structures, 3-15" nyloplast storm sewer structures, 116 LF curb and gutter, 2 staircases with handrail, 60 LF of 8' chain link fencing, miscellaneous erosion control items, and construction of a pickleball court with associated appurtenances for pickleball courts.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pickleball Pocket Park, PRK-20002 - 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. The Work will be substantially complete on or before **July 16th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 13th, 2021**. 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 **11** 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:

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>): Pickleball Pocket Park – 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>): Pickleball Pocket Park – 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> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

16. Definitions

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

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: [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>): Pickleball Pocket Park – 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 **July 16th, 2021** and the date by which readiness for final payment must be achieved is **August 13th, 2021**. 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

CONTRACT CONDITIONS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

10. *Claim*

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

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

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

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

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

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

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

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

46. *Technical Data*

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

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

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

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

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

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

1.02 Terminology

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

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

E. *Furnish, Install, Perform, Provide*

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

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

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

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

7.06 Substitutes

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

1. *Shop Drawings*

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

2. *Samples*

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

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

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

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

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

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

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

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

7.17 Contractor's General Warranty and Guarantee

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

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

7.18 Indemnification

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

7.19 Delegation of Professional Design Services

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

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

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

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

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

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

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

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

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

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

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

D. Contractor's Fee

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 *Progress Payments*

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

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

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

C. Review of Applications

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

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

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

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

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

15.02 *Contractor's Warranty of Title*

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

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

15.03 *Substantial Completion*

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

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

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

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

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

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised

and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 *Reporting and Resolving Discrepancies*

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
 - 1) Agreement with Change Orders or Modifications
 - 2) Specific Project Requirements
 - 3) Supplementary Conditions
 - 4) General Conditions
 - 5) Specifications (Part II)
 - 6) Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer's Office during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

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

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **five (5) 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 **25 percent** of the final Contract Price. The warranty bond period will extend to a date **five (5) 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	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2015			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			
DB	Microsoft® Access .mdb format Version 2013			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$
January	0	31	0
February	0	29	0
March	7	31	0
April	12	12	0
May	20	0	0
June	22	0	0
July	22	0	0
August	20	0	0
September	17	0	0
October	13	6	0
November	8	30	0
December	0	31	0
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.			

ADDITIONAL FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: PRK-20002
Construction Engineer: City of Marshalltown Engineer's Project No.: PRK-20002
Contractor: Contractor's Project No.:
Project: Pickleball Pocket Park
Contract Name: Pickleball Pocket Park, PRK-20002

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: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: PRK-20002
Construction City of Marshalltown Engineer's Project No.: PRK-20002
Engineer:
Contractor: Contractor's Project No.:
Project: Pickleball Pocket Park
Contract Name: Pickleball Pocket Park, PRK-20002
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: _____

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: _____

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: _____
 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
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:
-------------------------	----------------------------	-------------	-----------	--------------------------

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

Stored Materials Summary

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:** _____

[illegible]

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) _____ _____ _____
---	--

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



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

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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 those required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Quality control is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Quality control is considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (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: _____

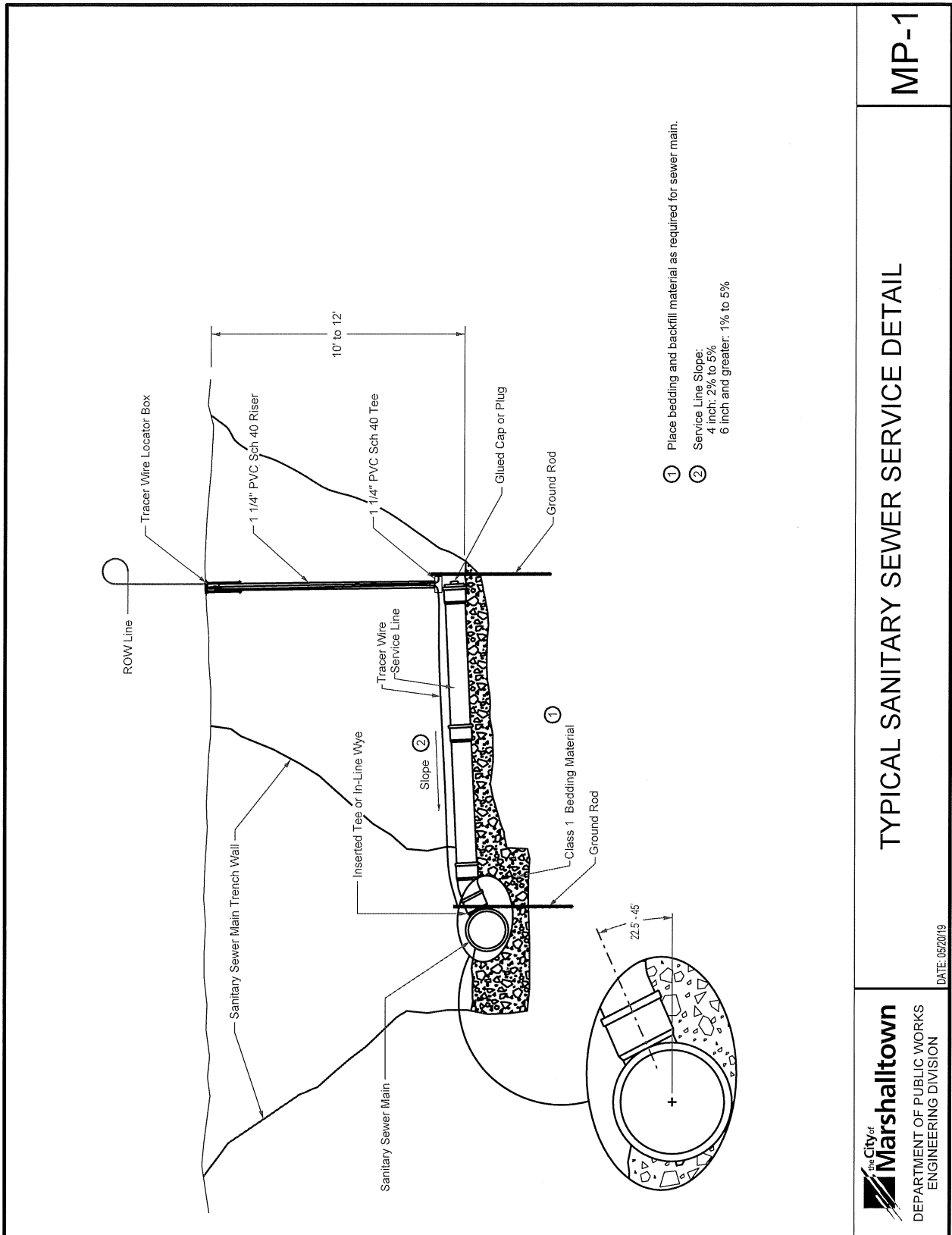
Wye Station: _____

Service end Station: _____

Service Offset Direction/Distance (feet): _____

Inspector: _____

Department of Public Works
Engineering Division



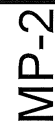
MP-1

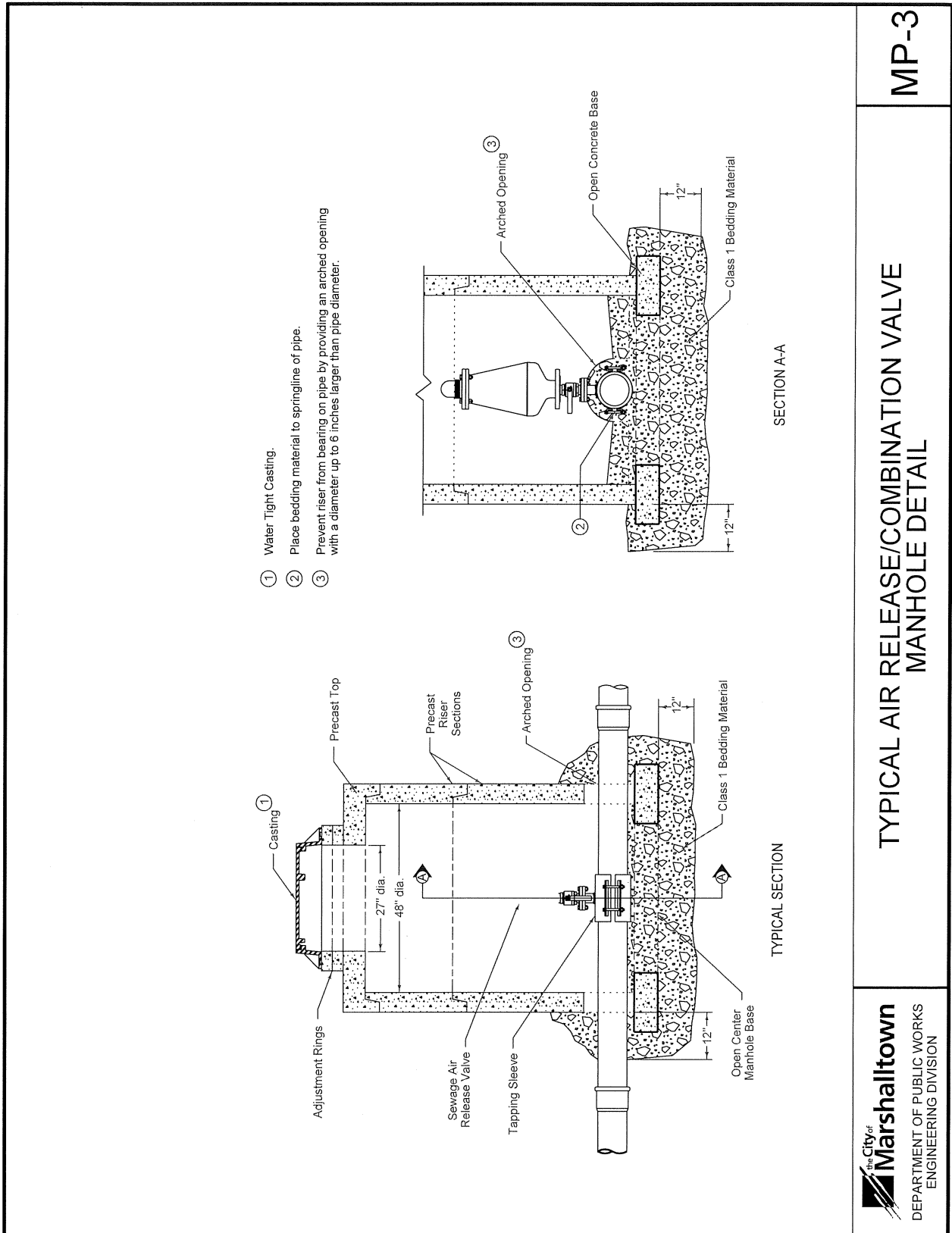
TYPICAL SANITARY SEWER SERVICE DETAIL



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19

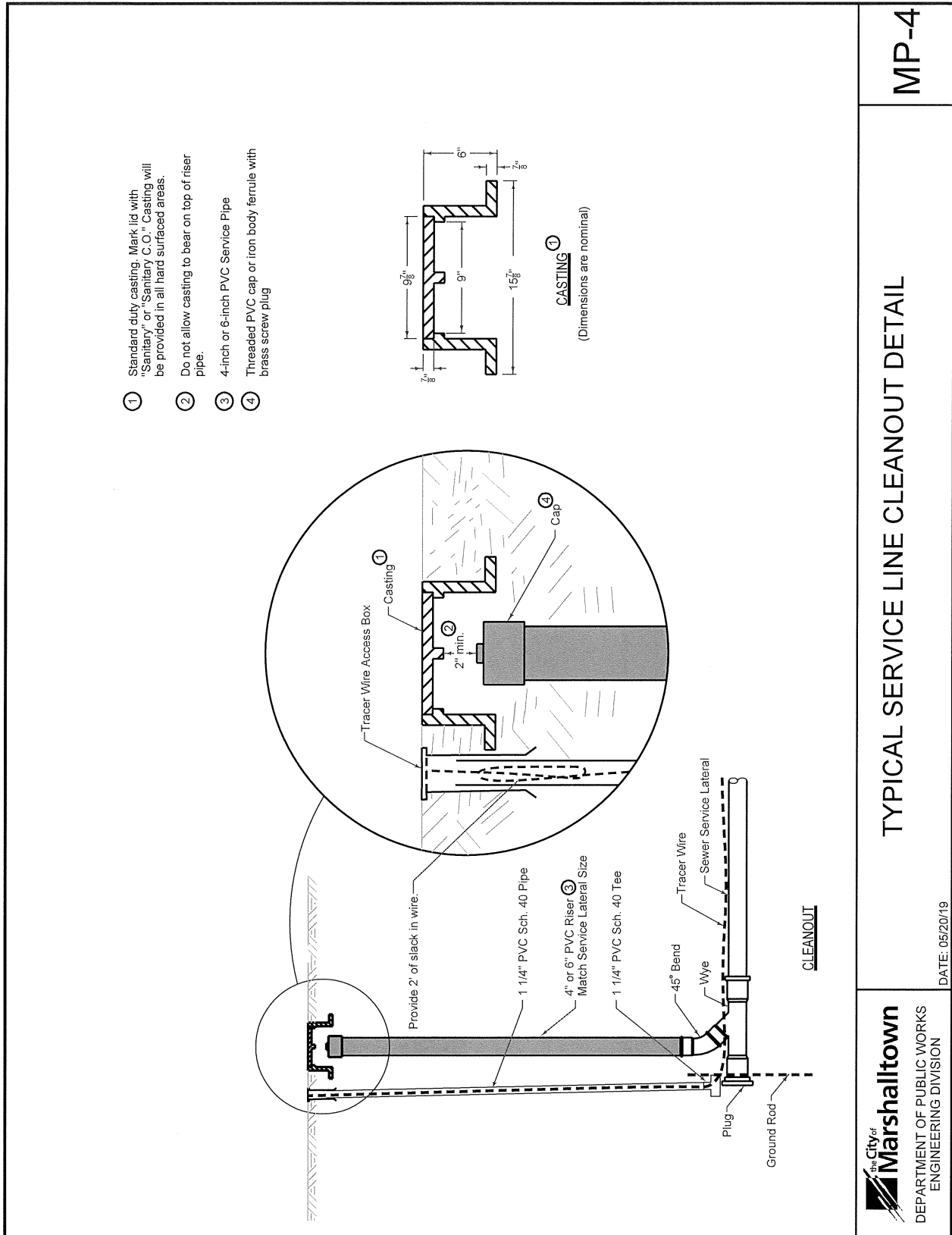


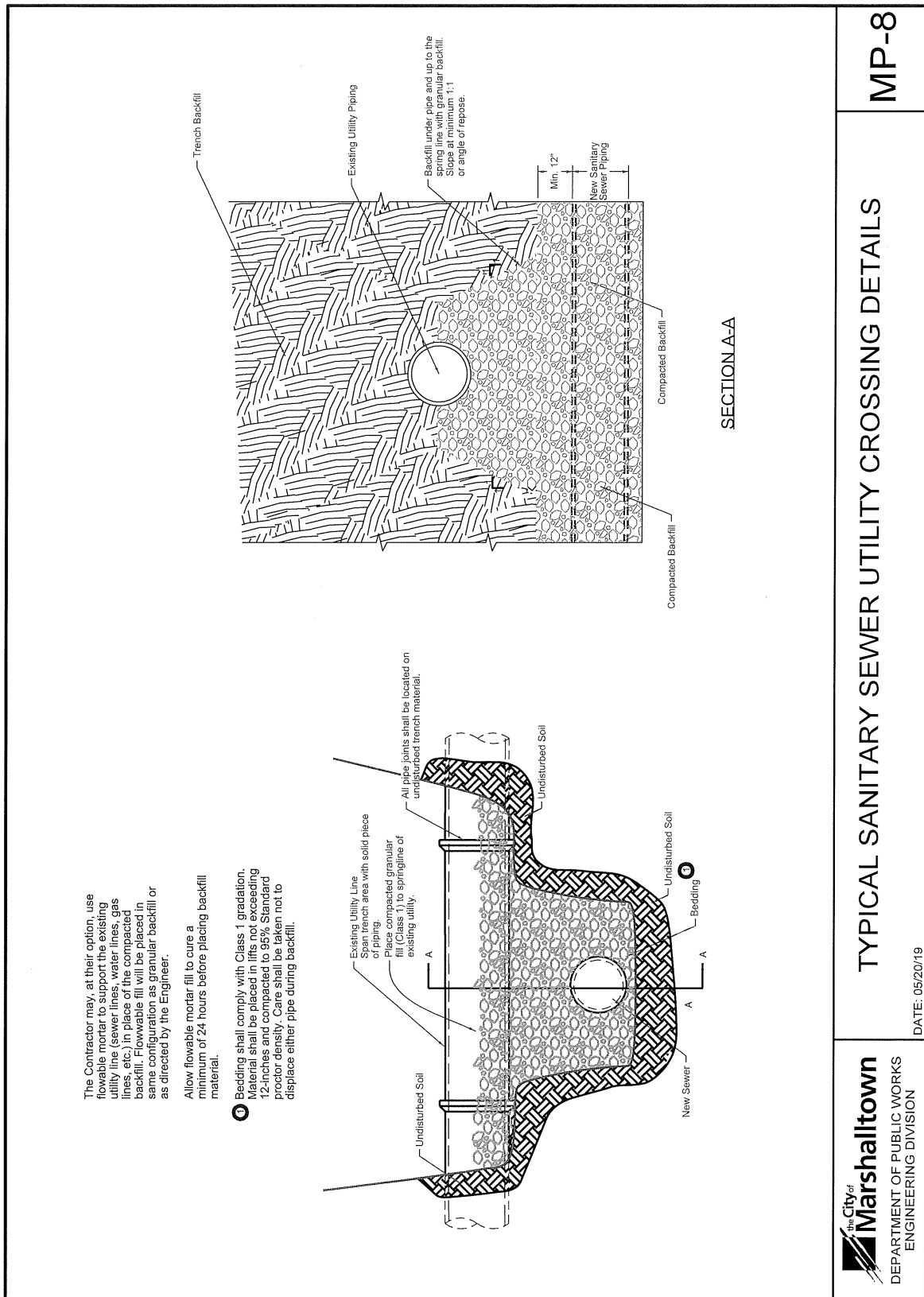


the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

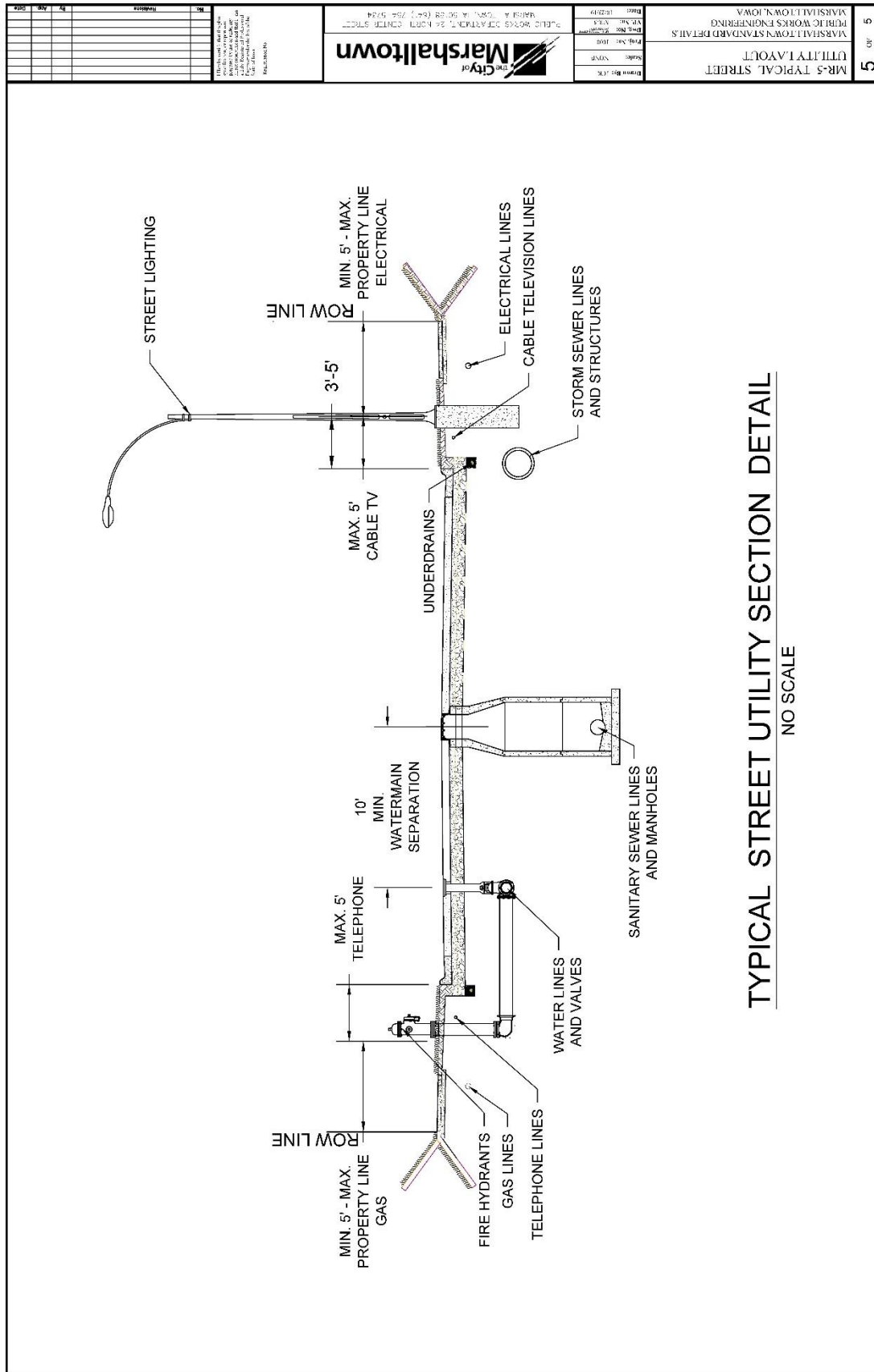
**TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL**

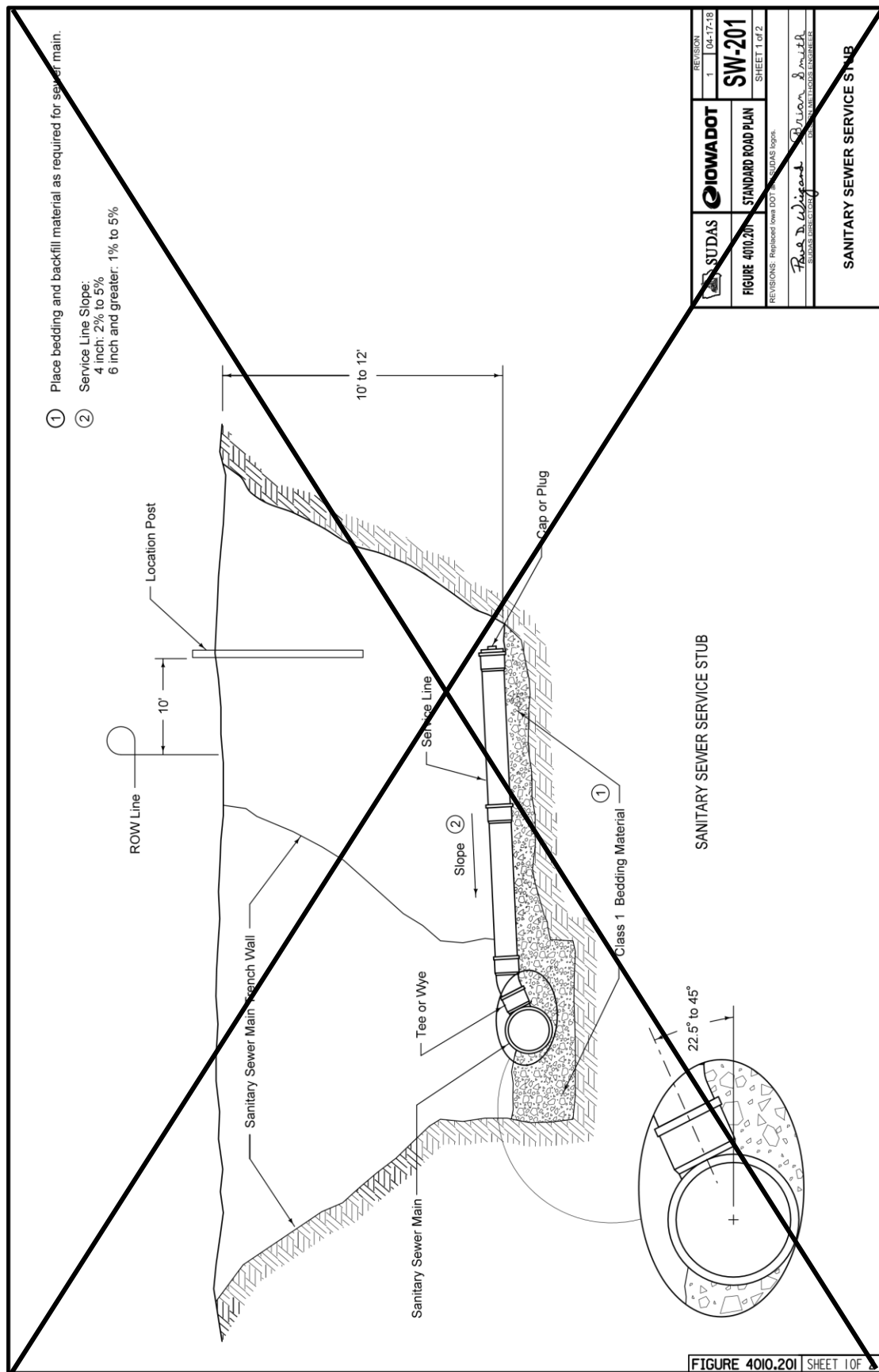
MP-3



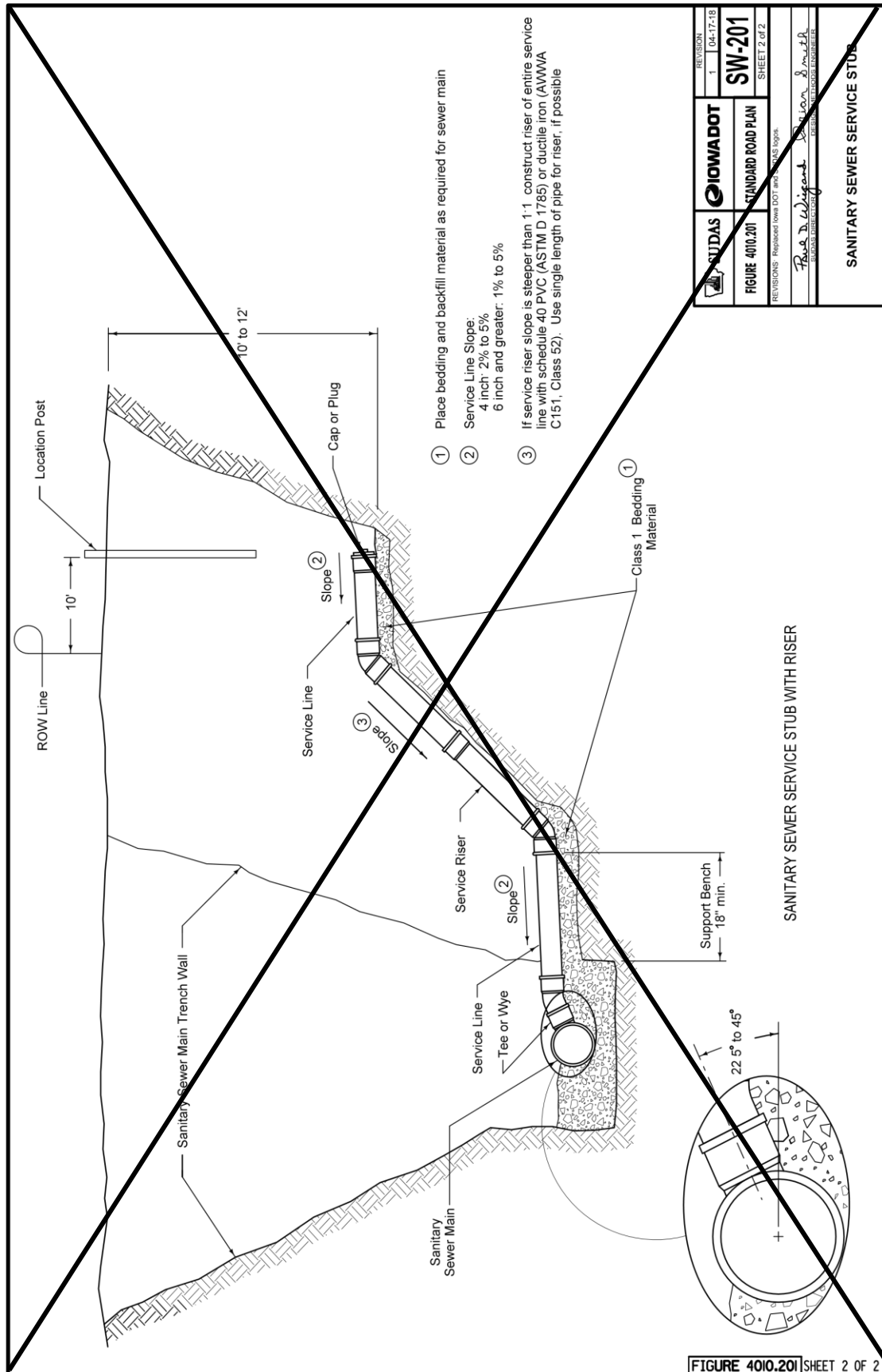


 the City of Marshalltown DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TYPICAL SANITARY SEWER UTILITY CROSSING DETAILS	MP-8
DATE: 05/20/19		

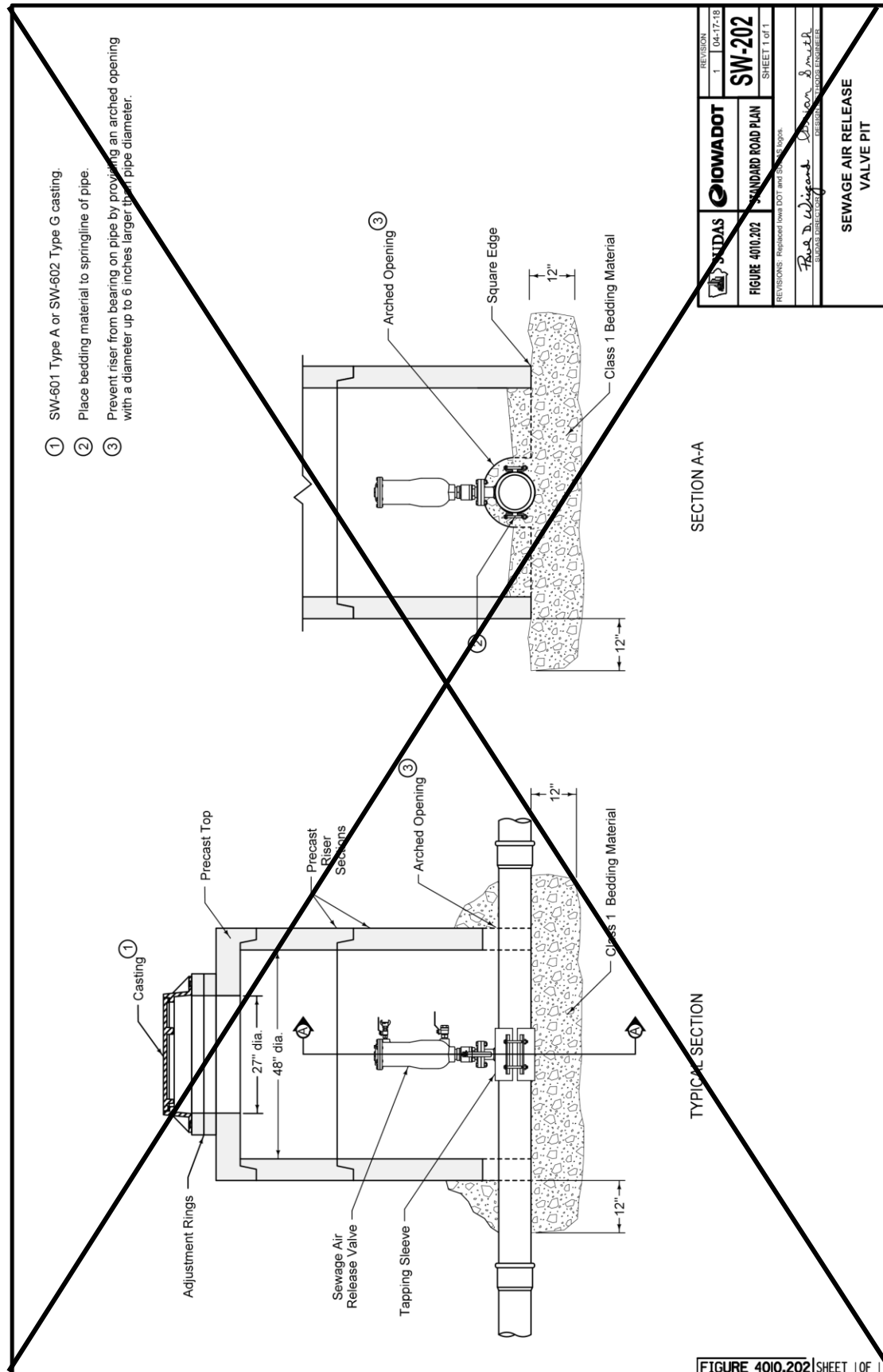


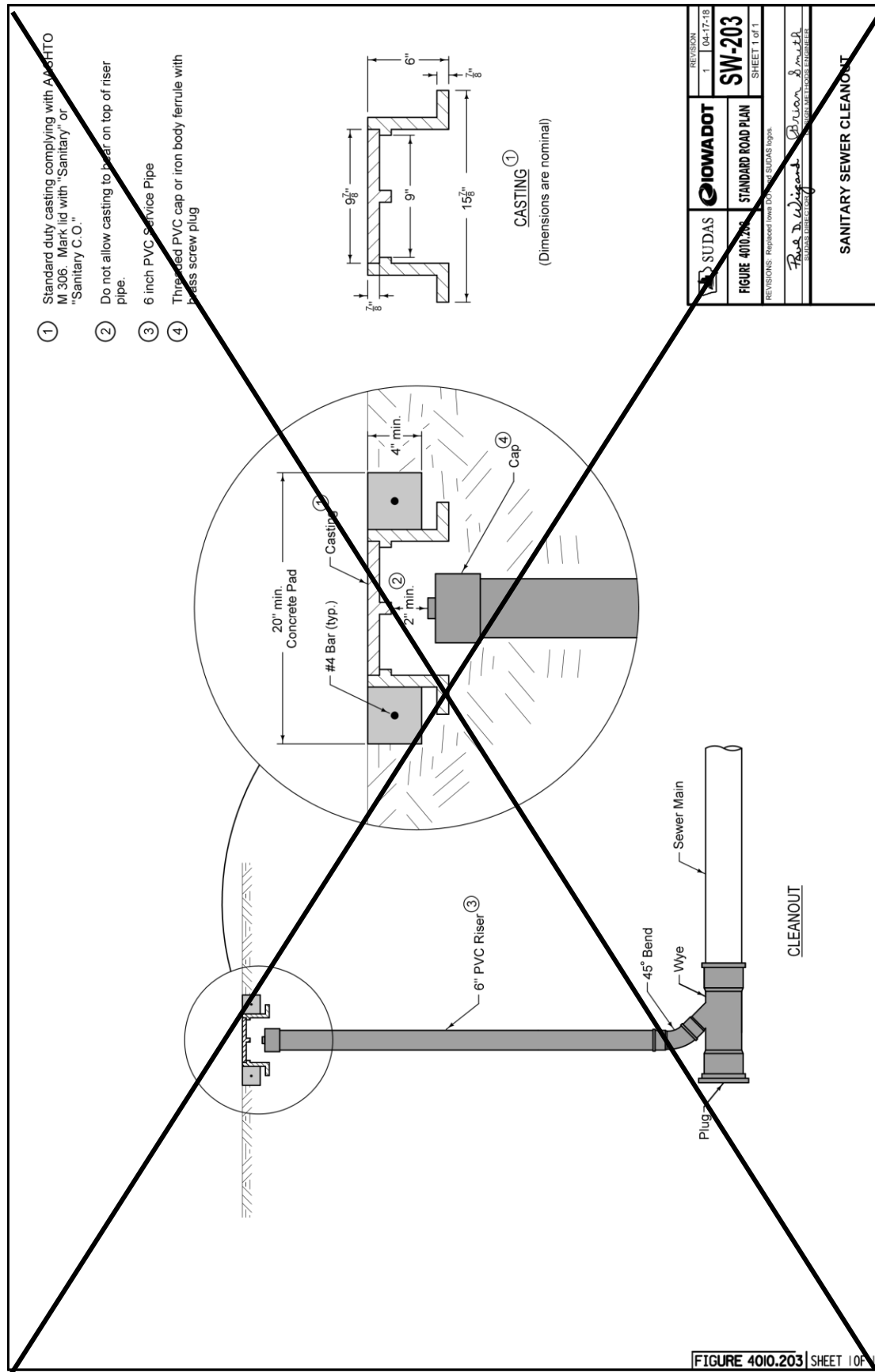


	SUDAS	IOWA DOT	REVISION	1	04-17-18
			SW-201		
FIGURE 4010.201			SHEET 1 of 2		
STANDARD ROAD PLAN					
REVISIONS: Replaced Iowa DOT SUDAS logo.					
<i>Paul D. Wiegand</i> PROJECT MANAGER <i>Debra J. Smith</i> DESIGNER J. L. LUTHE, INC.					
SANITARY SEWER SERVICE STUB					



REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaced Iowa DOT and SUDAS logos.		SHEET 2 of 2
Prepared by: <i>Paula D. Wiegand</i>	Reviewed by: <i>Shelley Smith</i>	
DESIGNED BY: <i>Shelley Smith</i>	CHECKED BY: <i>Shelley Smith</i>	
SANITARY SEWER SERVICE STUB		





REVISION	1	04-17-18
FIGURE 4010.203	SW-203	SHEET 1 of 1
FIGURE 4010.203	STANDARD ROAD PLAN	
REVISIONS: Replaced Iowa DOT SUDAS logo.		
Paul D. Wigand	Brian Smith	
SEWER ENGINEER	SEWER ENGINEER	
SANITARY SEWER CLEANOUT		

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.

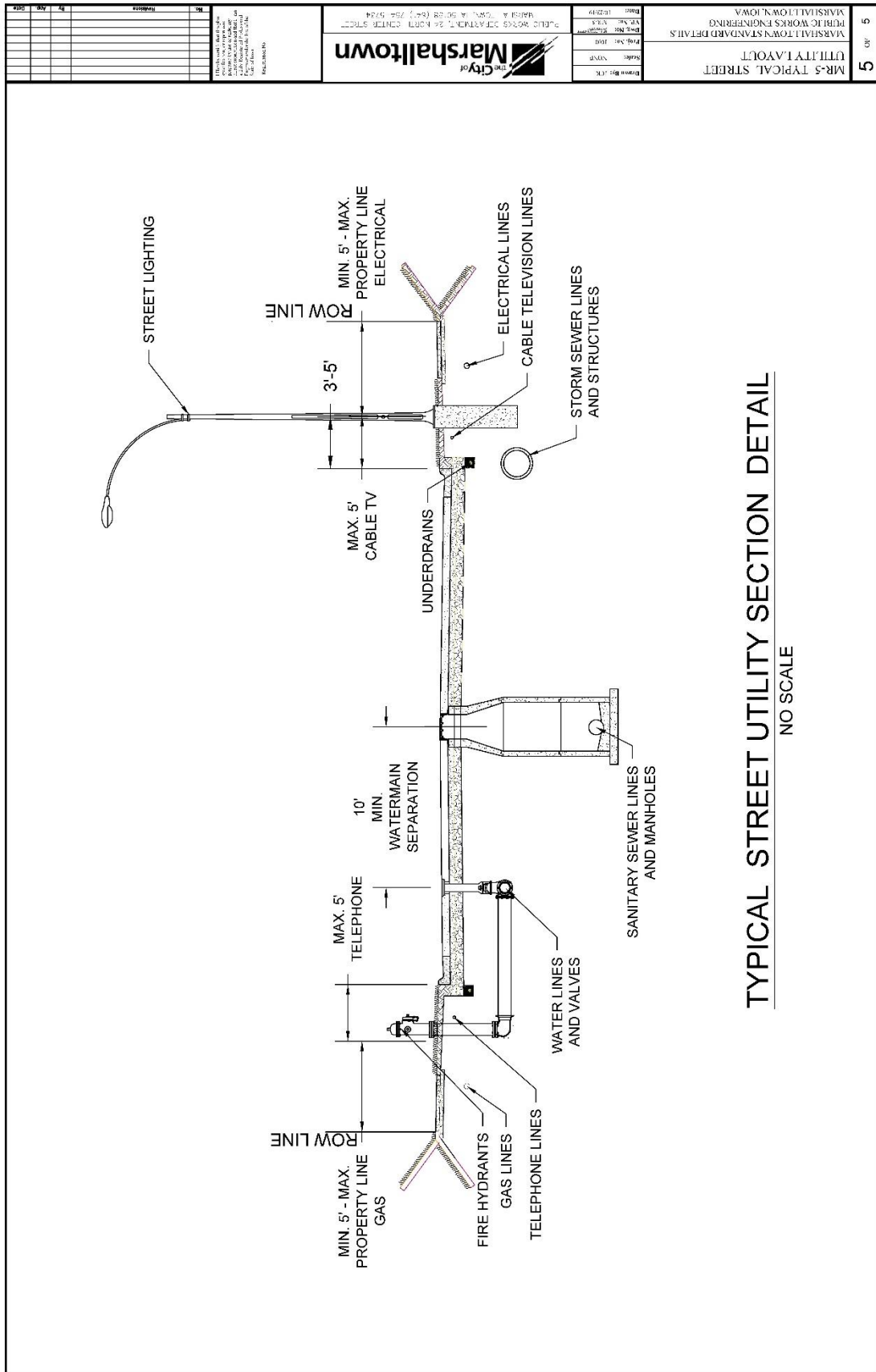
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

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



D	W	Mark	Size	Length	Count
12"	2'-4"	4f1	4	2'-0"	3
		4f2	4	3'-8"	2
15"	2'-10 1/2"	4f1	4	2'-6 1/2"	3
		4f2	4	3'-8"	2
18"	3'-5"	4f1	4	3'-1"	3
		4f2	4	3'-8"	3
24"	4'-6"	4f1	4	4'-2"	3
		4f2	4	3'-8"	3
30"	5'-7"	4f1	4	5'-3"	3
		4f2	4	3'-8"	4
36"	6'-8"	4f1	4	6'-4"	3
		4f2	4	3'-8"	5
42"	7'-3"	4f1	4	6'-11"	3
		4f2	4	3'-8"	5

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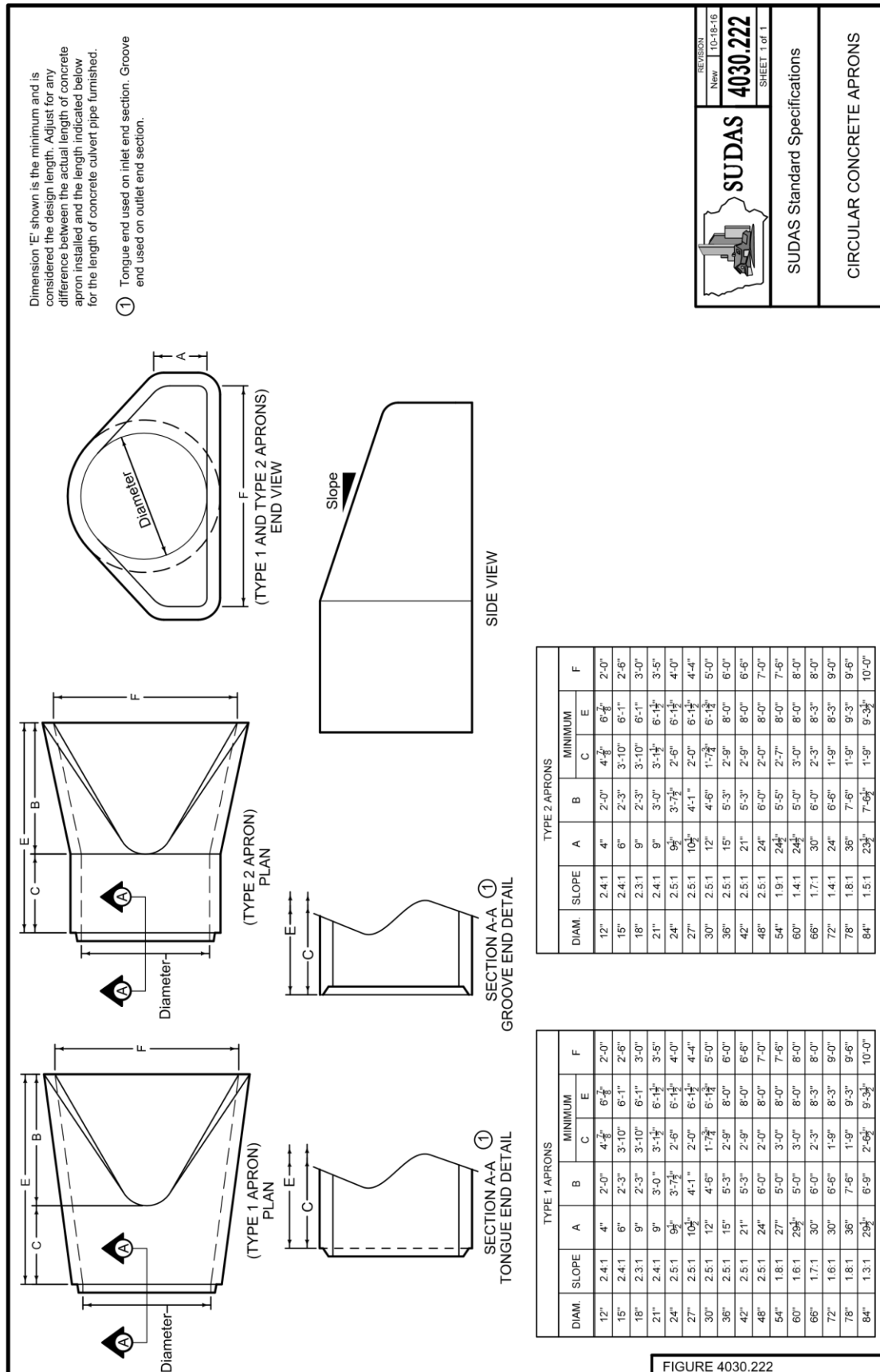
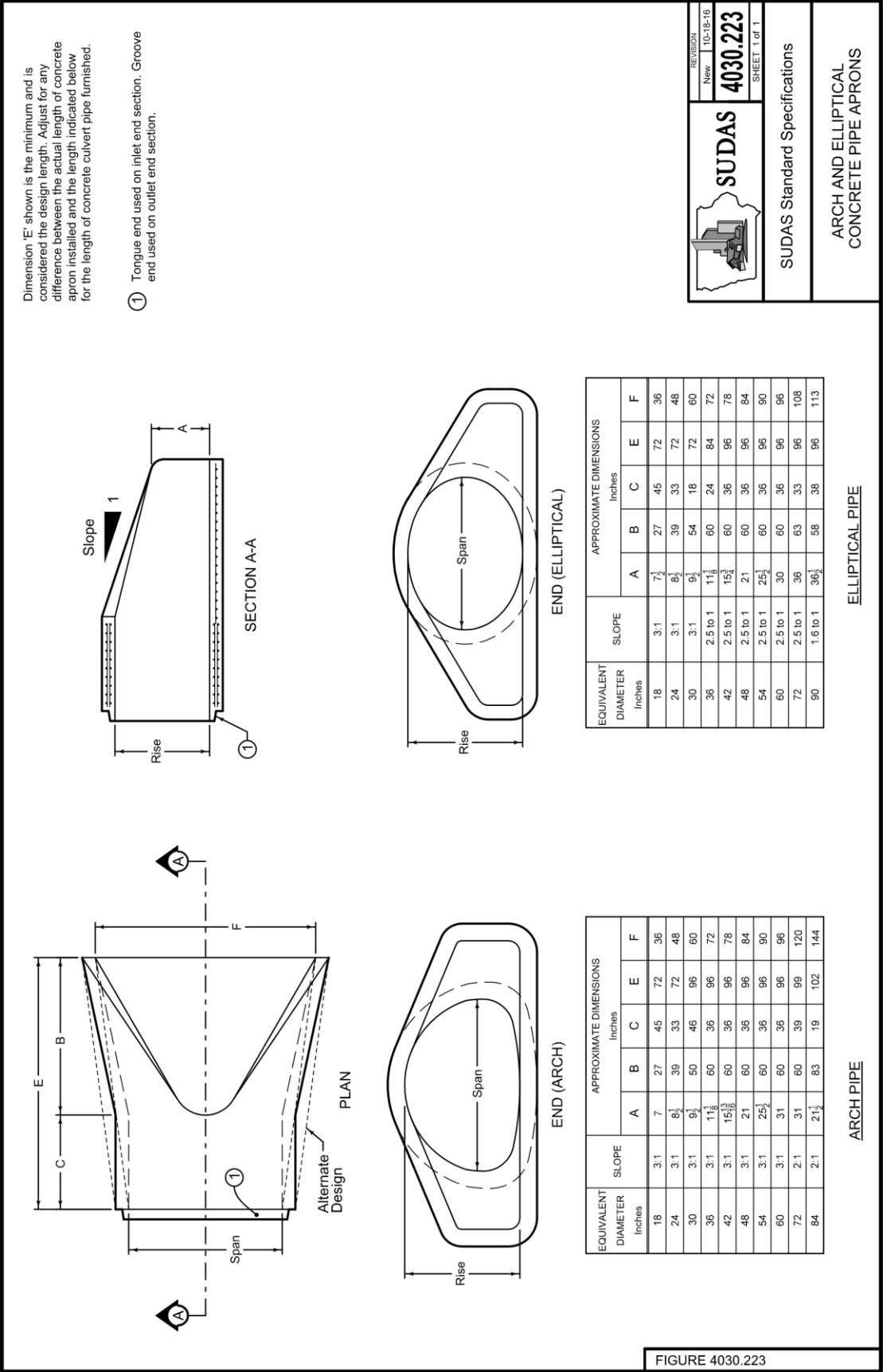
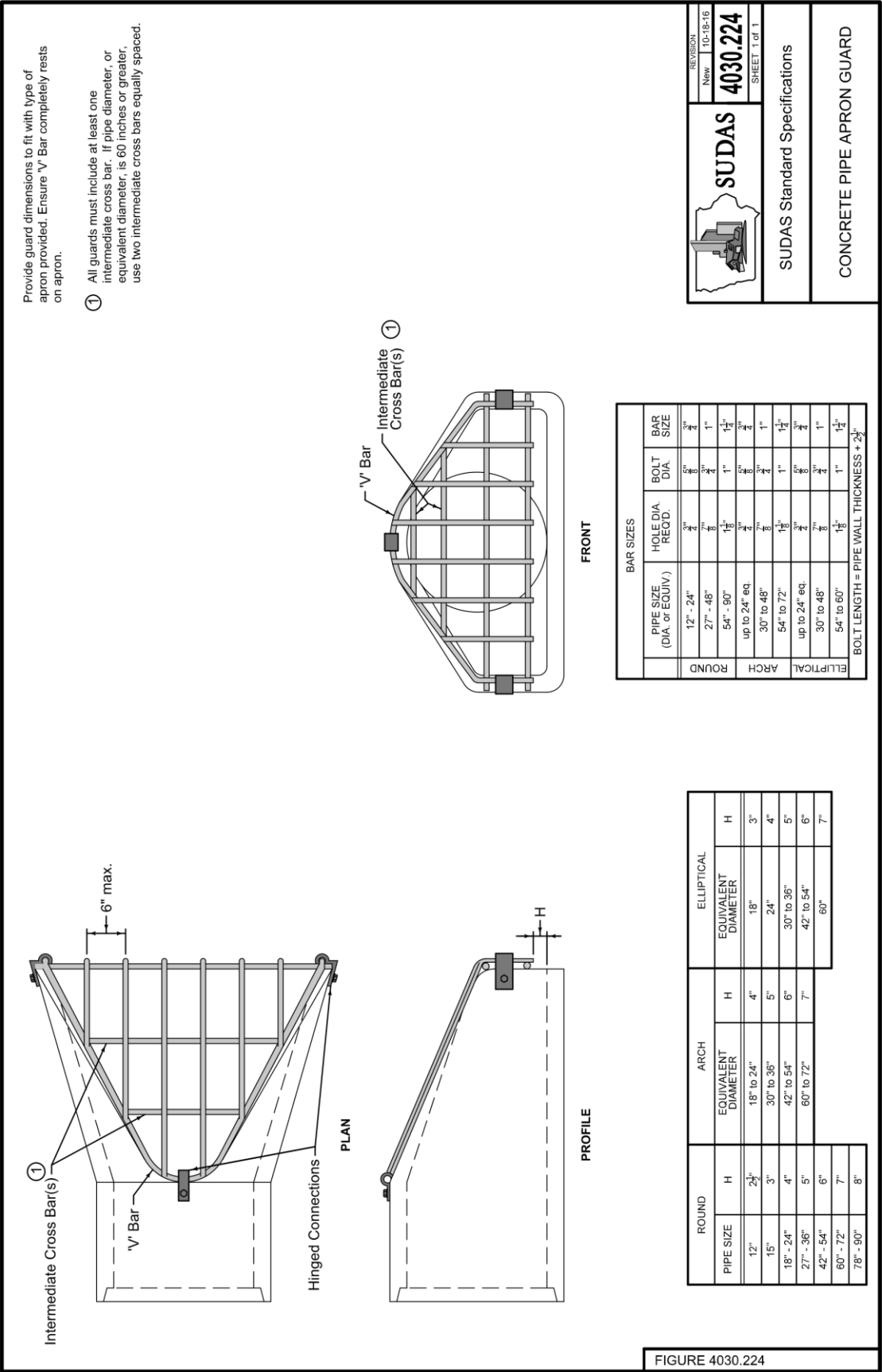


FIGURE 4030.222







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. 451.00 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

IOWA DOT

STANDARD ROAD PLAN

DR-121

REVISIONS: Added 104-5B to Planbook Tabulations. Added Type 3 connector to storm sewer detail.

APPROVED BY DESIGN METHOD ENGINEER

Donna Smith

CONNECTED PIPE JOINTS

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Concrete Pipe)**

**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Corrugated 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

TYPE 1 CONNECTION

TYPE 1 CONNECTION

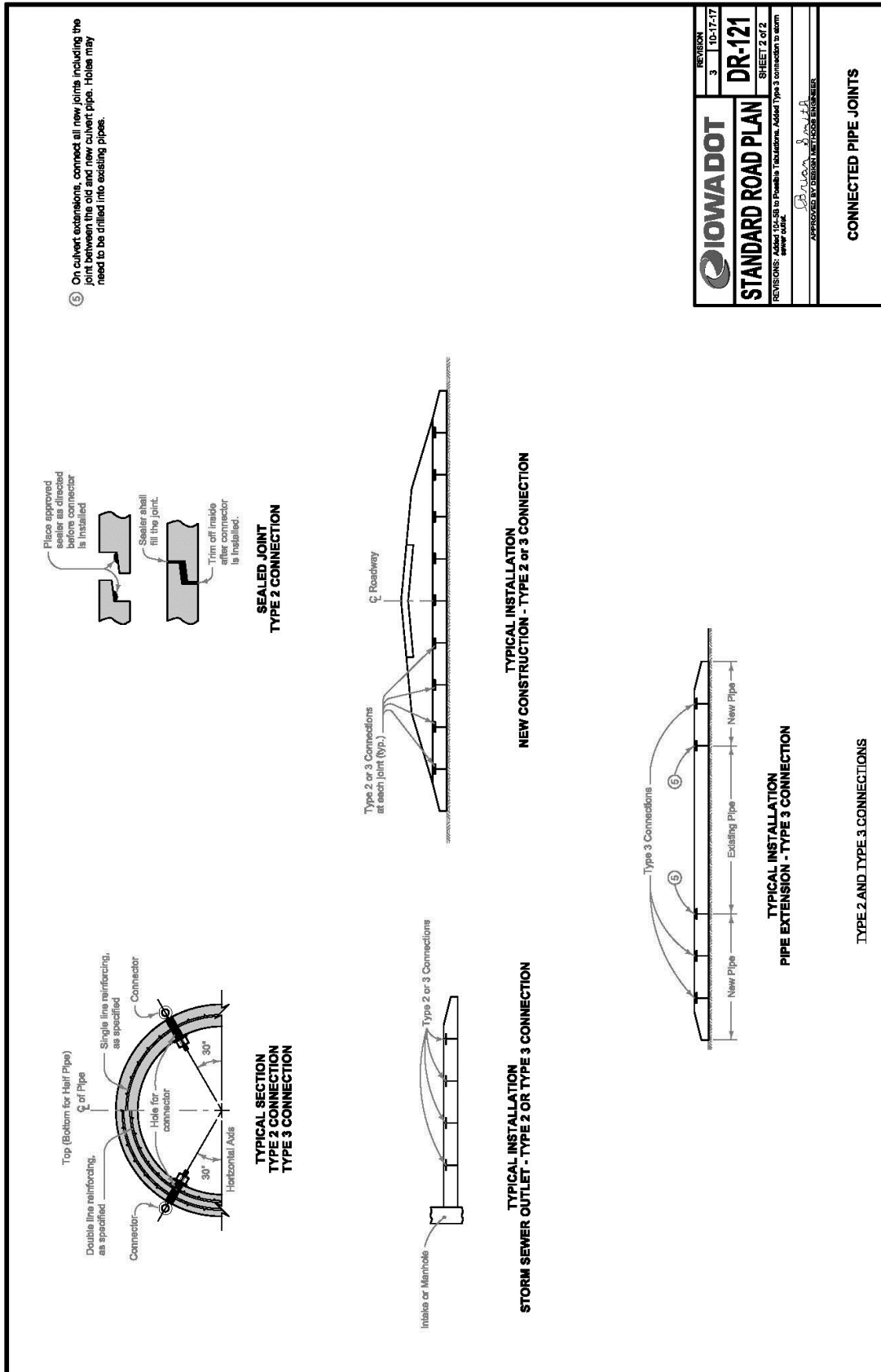
THREADED AT BOTH ENDS

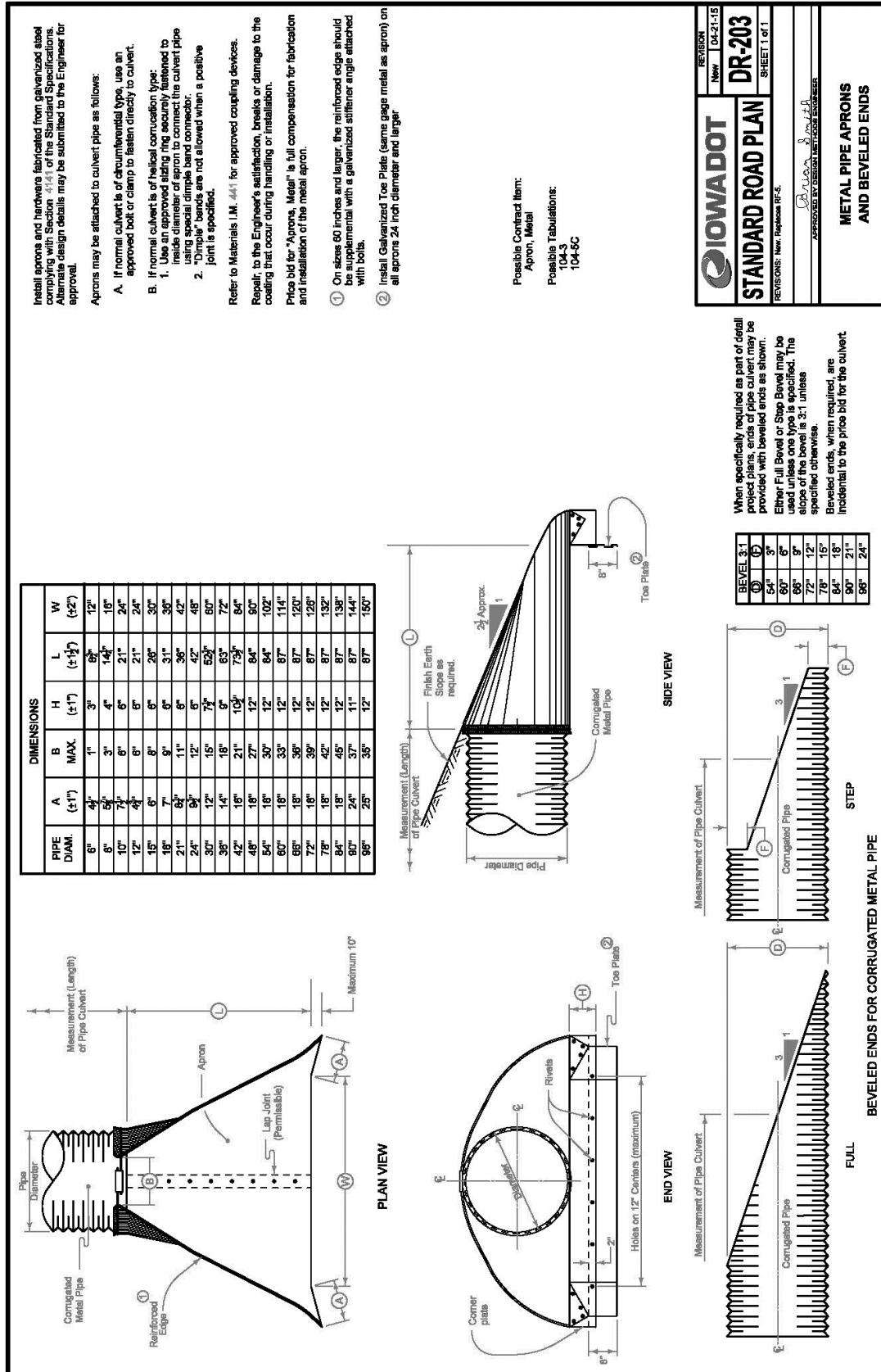
ONE BEND END

OPTIONAL BOLTS/CONNECTORS

TYPICAL SECTION (Non-Sealed Joint)

TYPICAL INSTALLATION





REVISION

NEW 10-21-15

DR-203

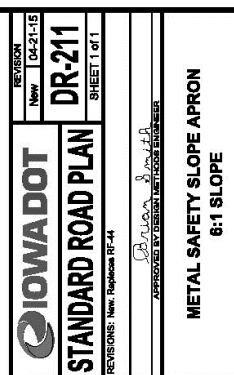
SHEET 1 of 1

STANDARD ROAD PLAN

REVISIONS: New, Replace, R.E.

APPROVED BY DESIGN METHOD ENGINEER

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 SEC-201 for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8



STANDARD ROAD PLAN

REVISIONS: New, Revision RE-27

REVISION

New 04-21-15

DR-212

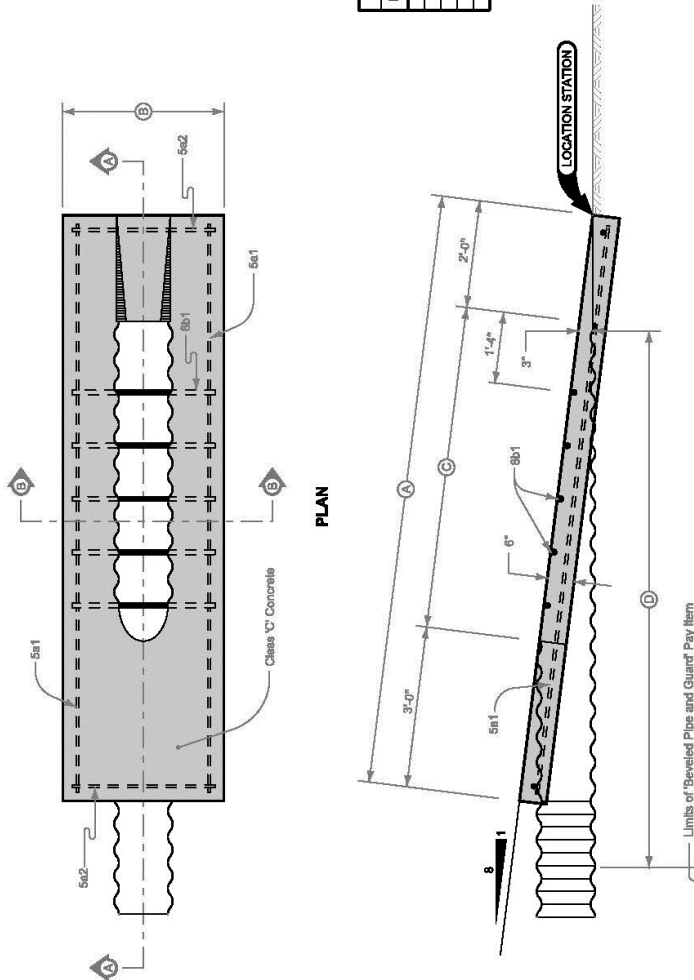
SHEET 1 of 1

BRUCE J. SMITH

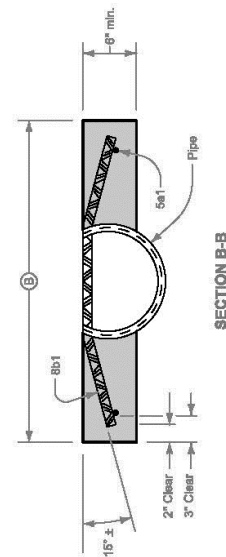
APPROVED BY DESIGN TECHNICIAN ENGINEER

BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-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



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”

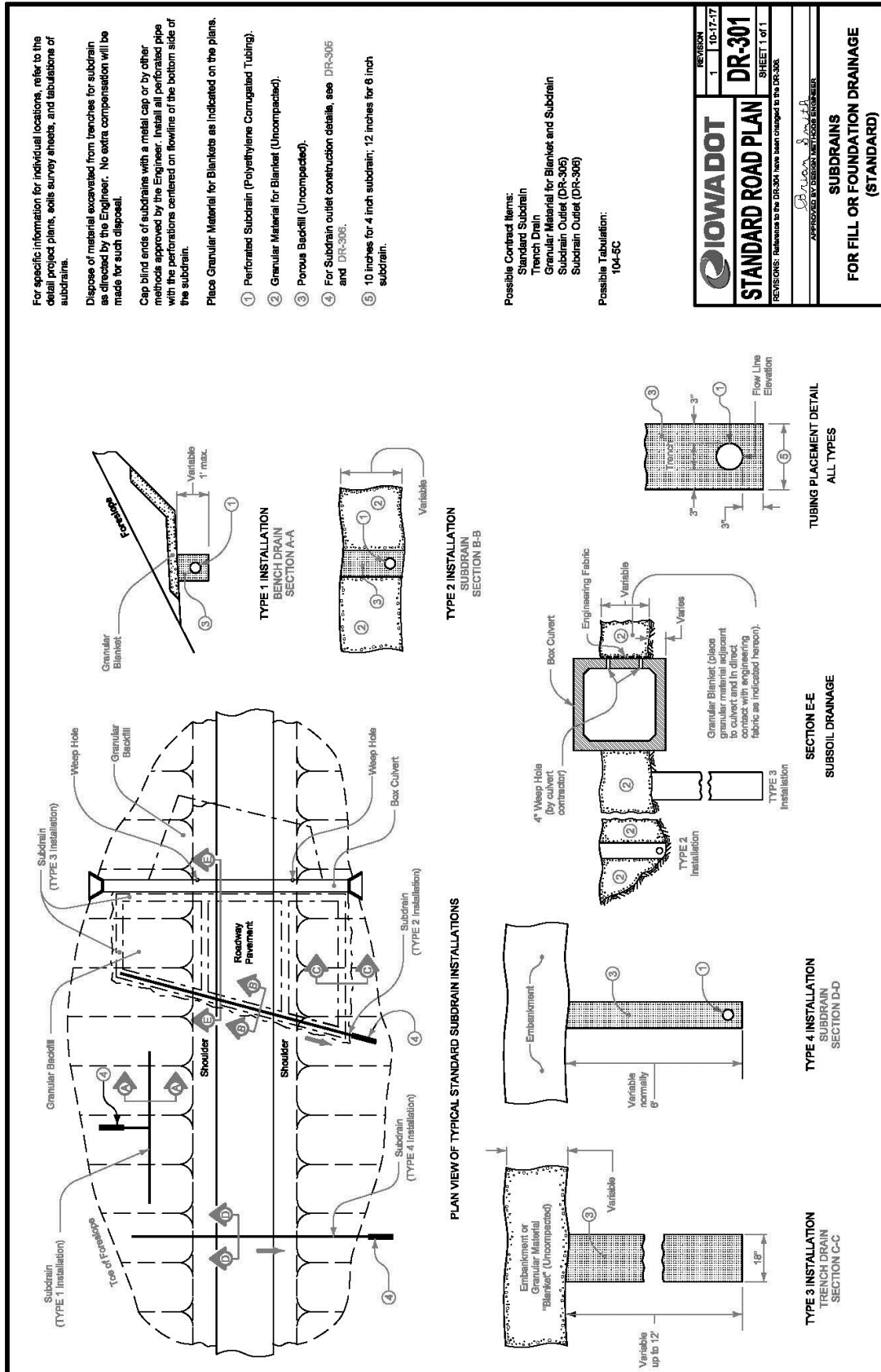
PART 3 - EXECUTION

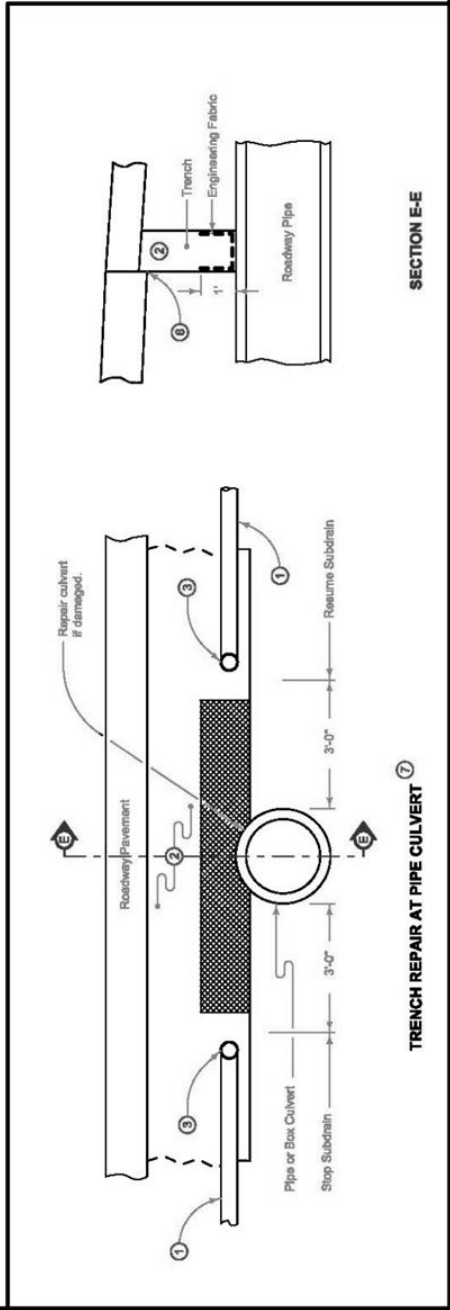
3.01 SUBDRAINS

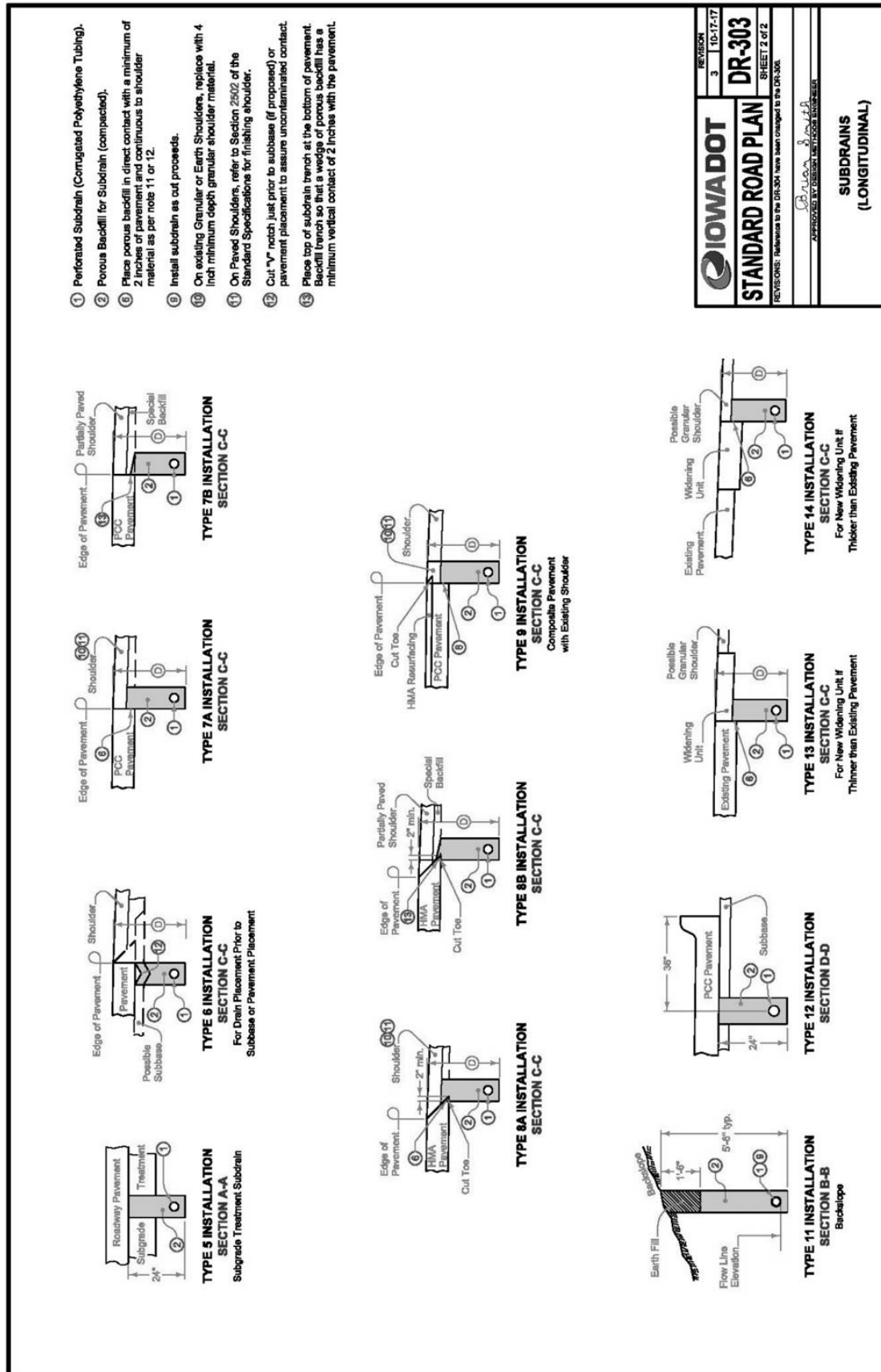
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

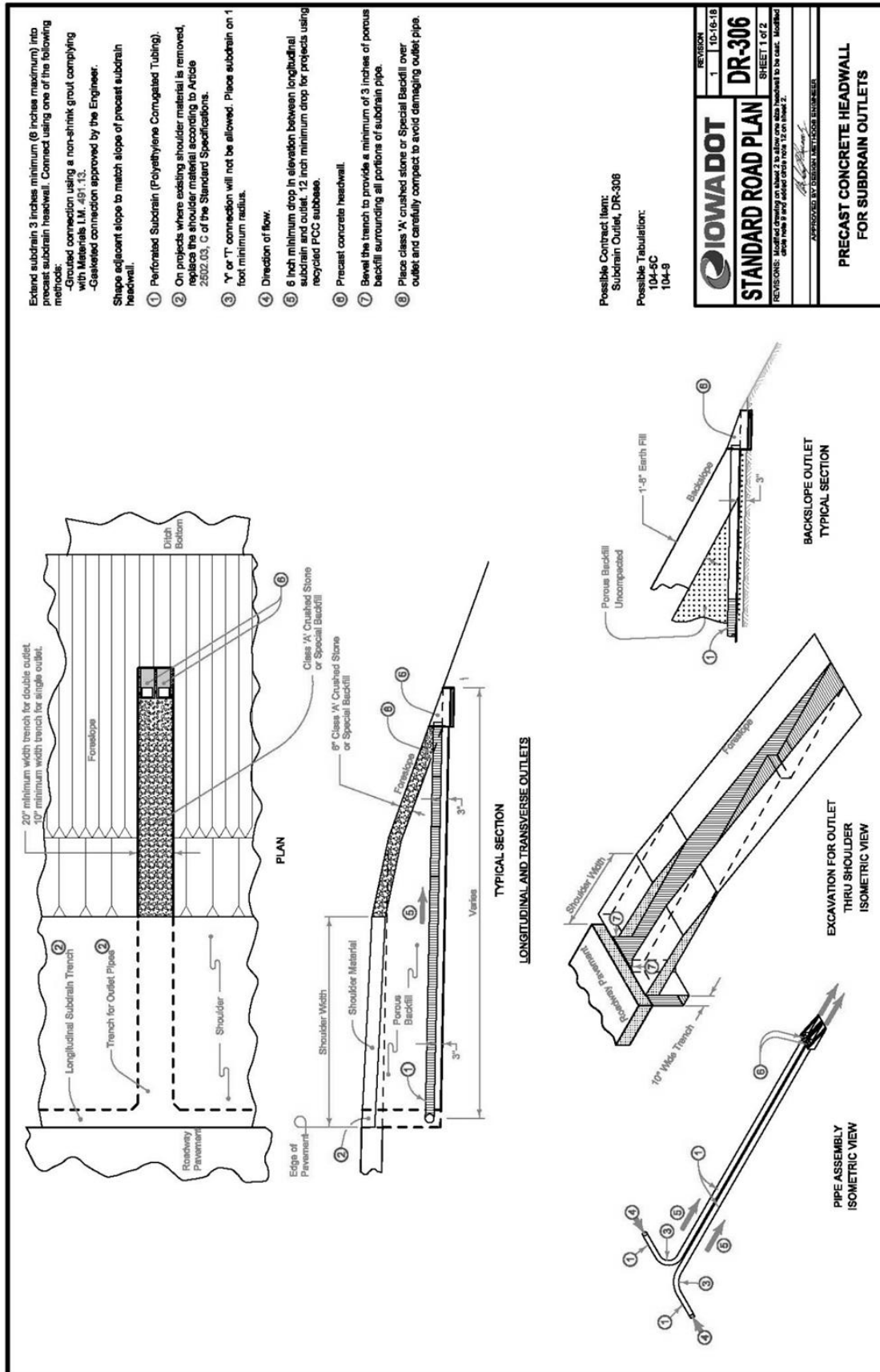
- A. Add the following details:
 - 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
 - 2. DR-303 Subdrains (Longitudinal)
 - 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.

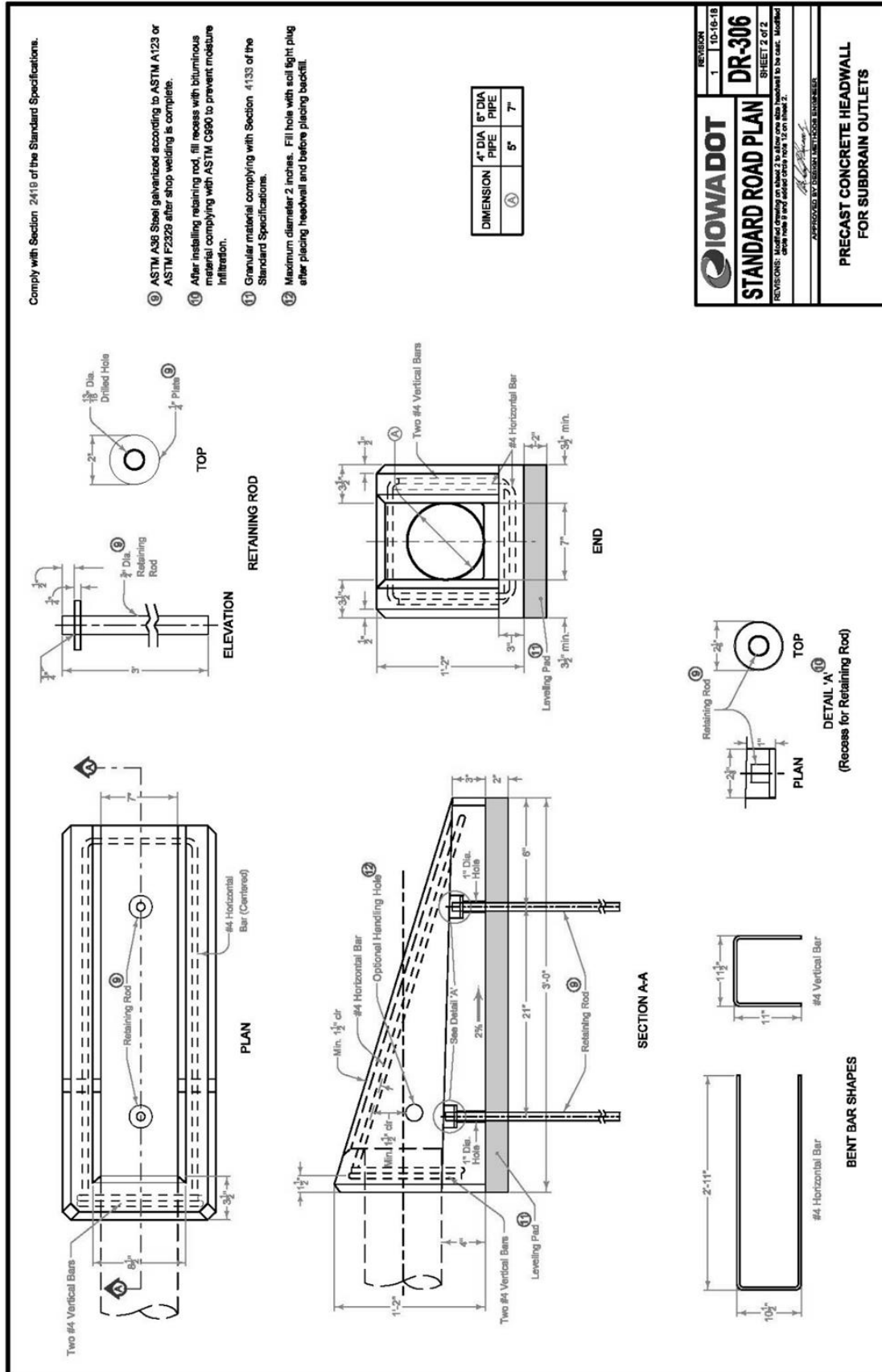






IOWA DOT	REVISION	3	10-17-17
	STANDARD ROAD PLAN	DR-303	SHEET 2 of 2
REVISIONS: Reference to the DR-303 have been changed to the DR-306.			
APPROVED BY DESIGN: <i>[Signature]</i>			
SUBDRAINS (LONGITUDINAL)			





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

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

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: _____

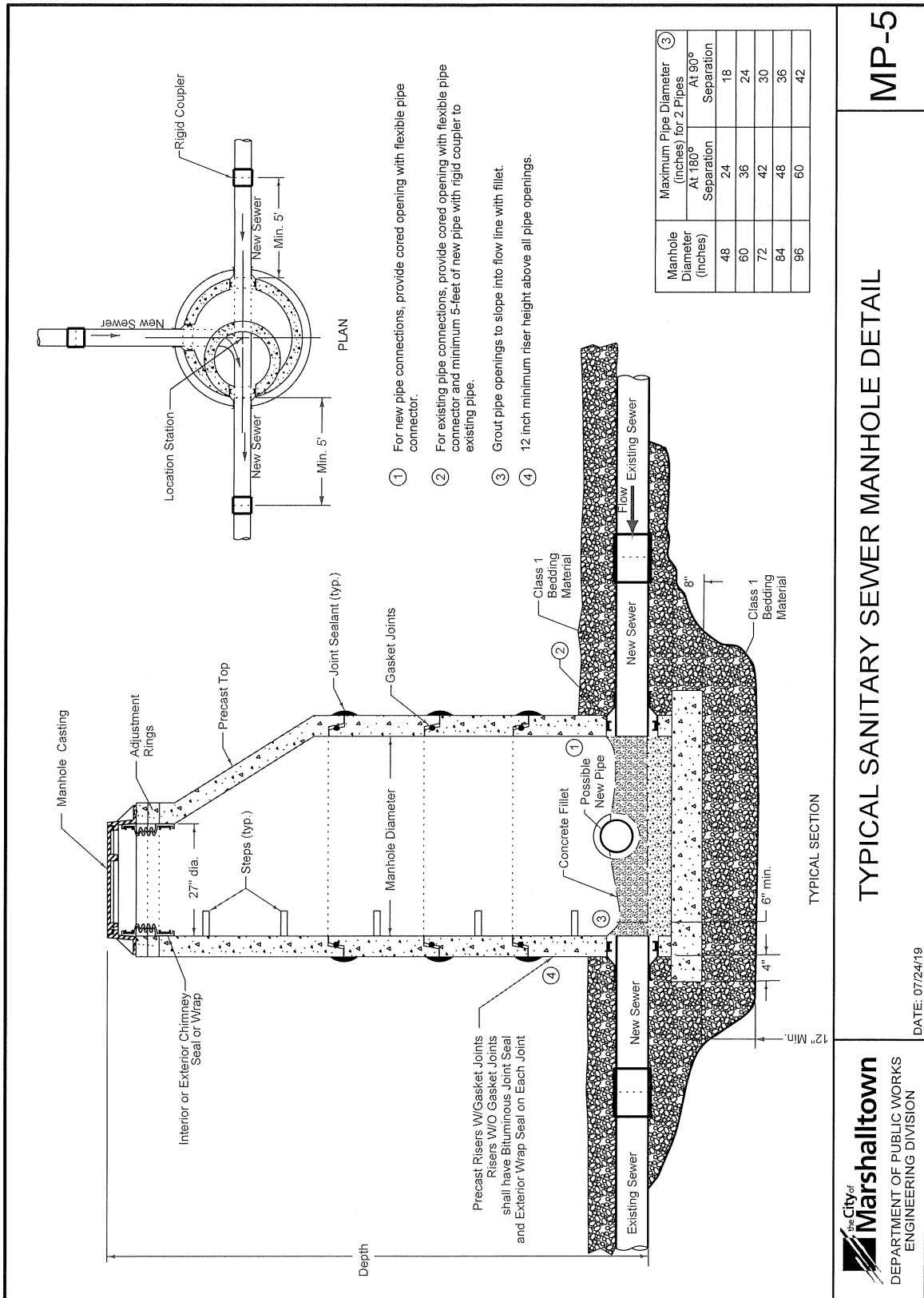
Manufacturer's test procedure recommendations

Testing procedures observed and
Information recorded by:

Project Representative

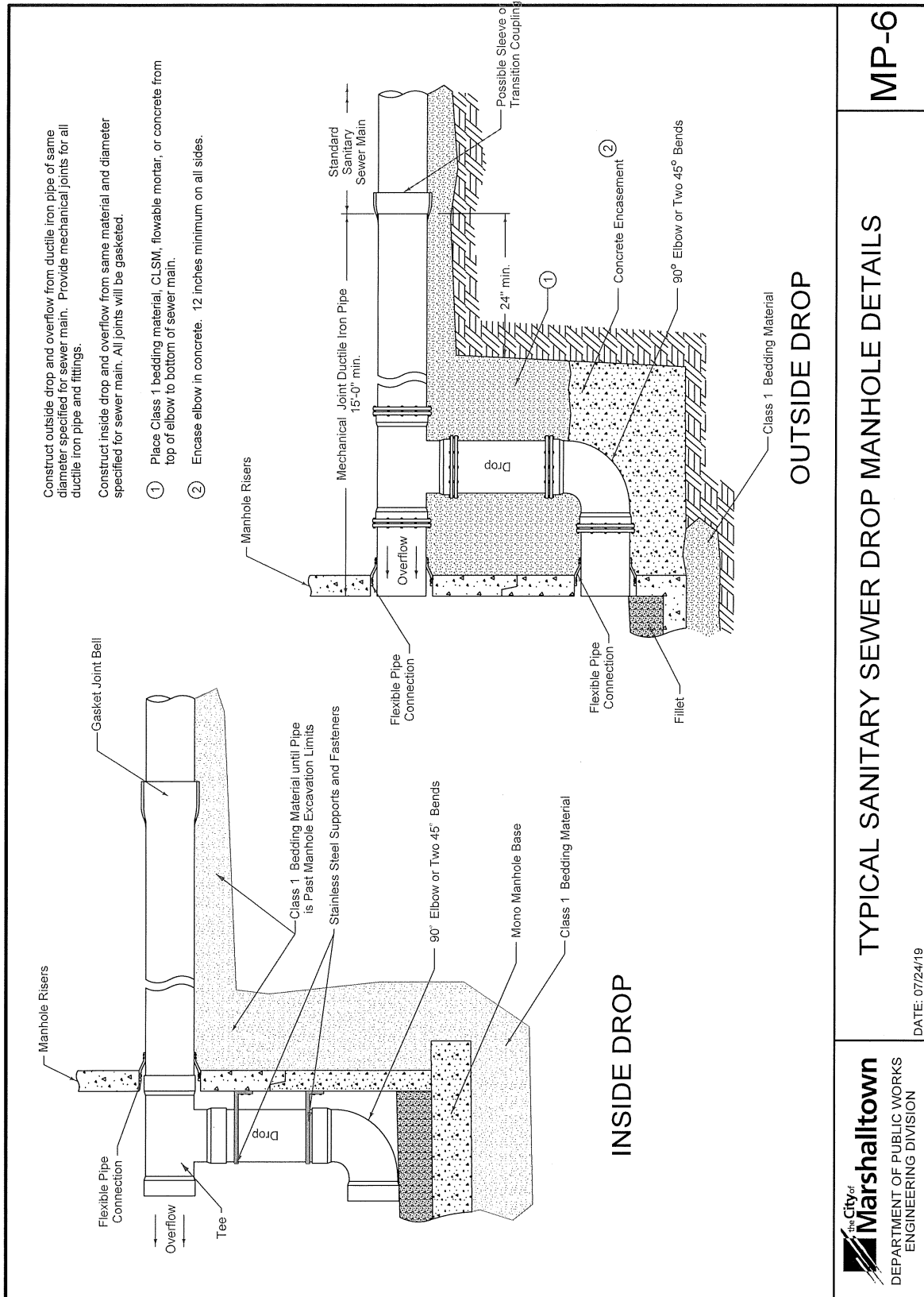
Results reviewed and affirmed by:

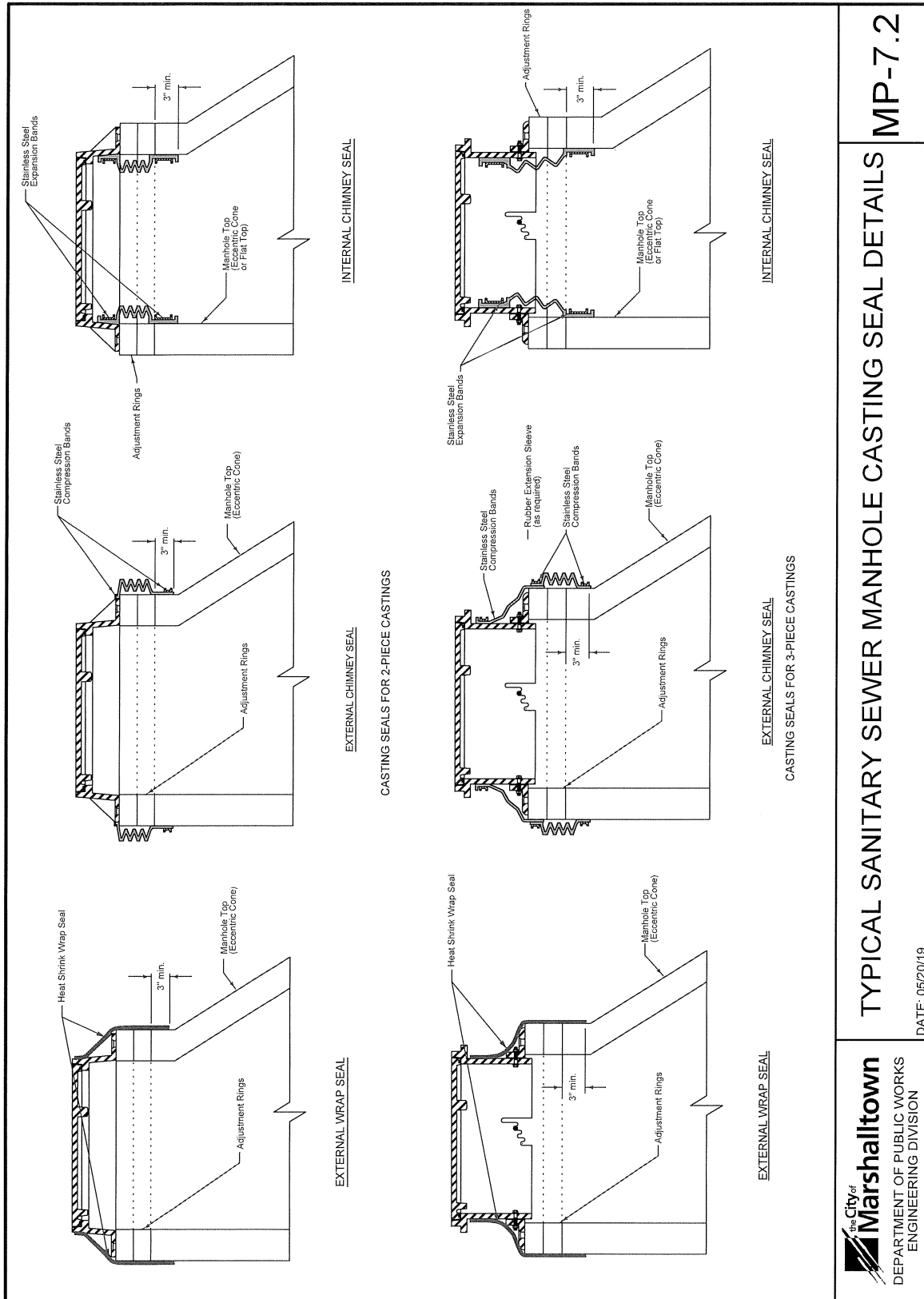
Project Engineer
City of Marshalltown, Iowa

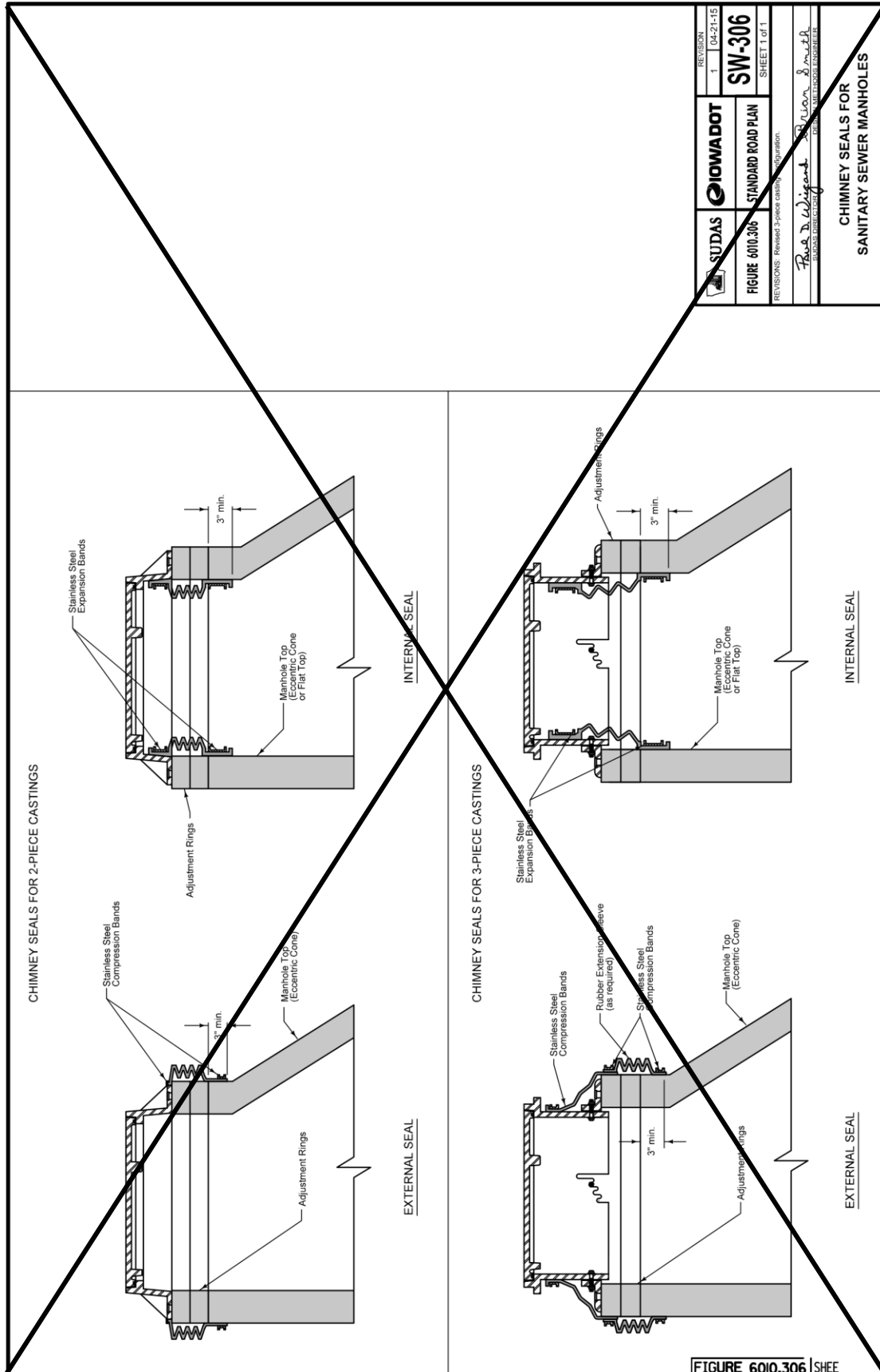


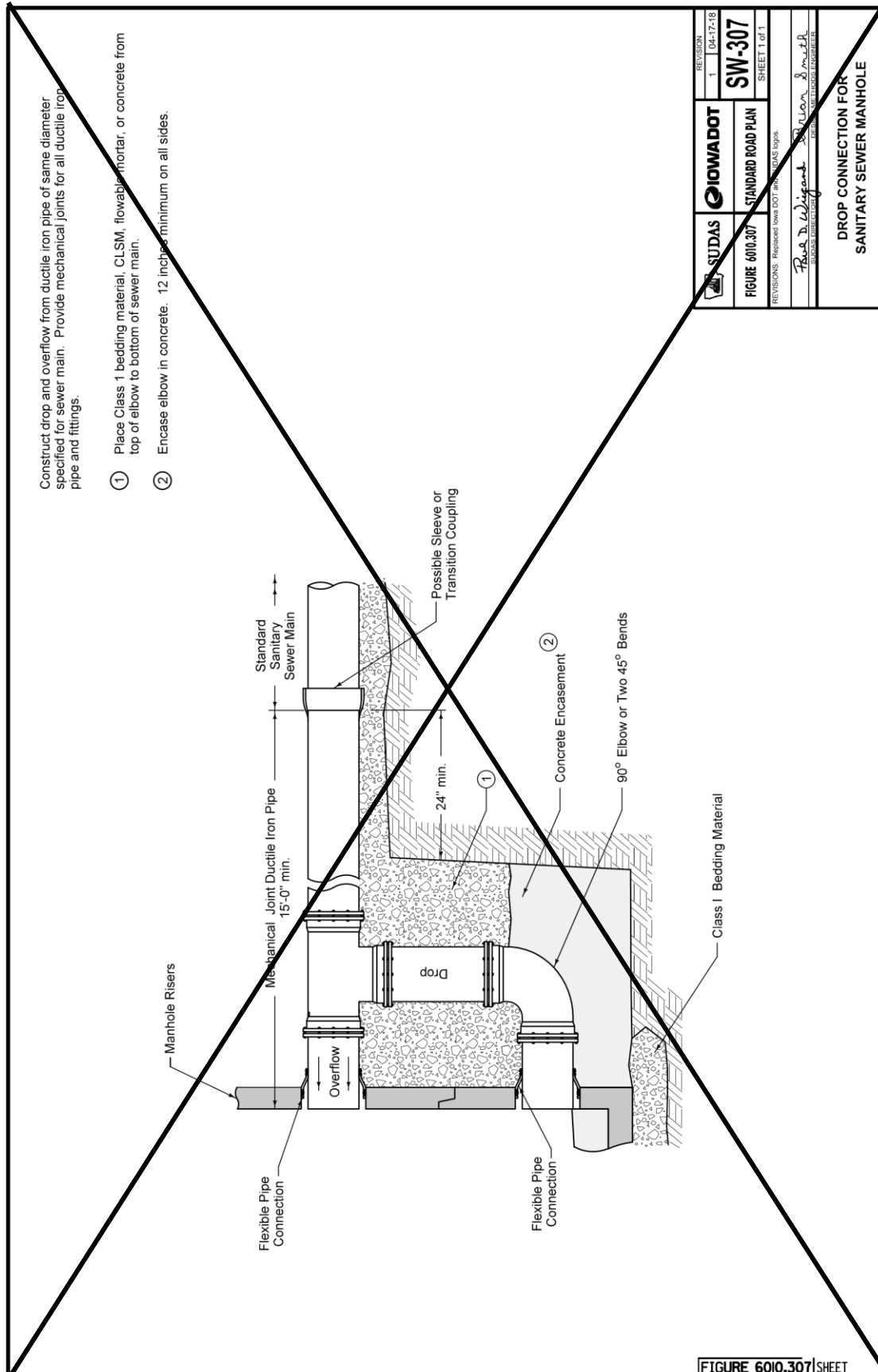
TYPICAL SANITARY SEWER MANHOLE DETAIL

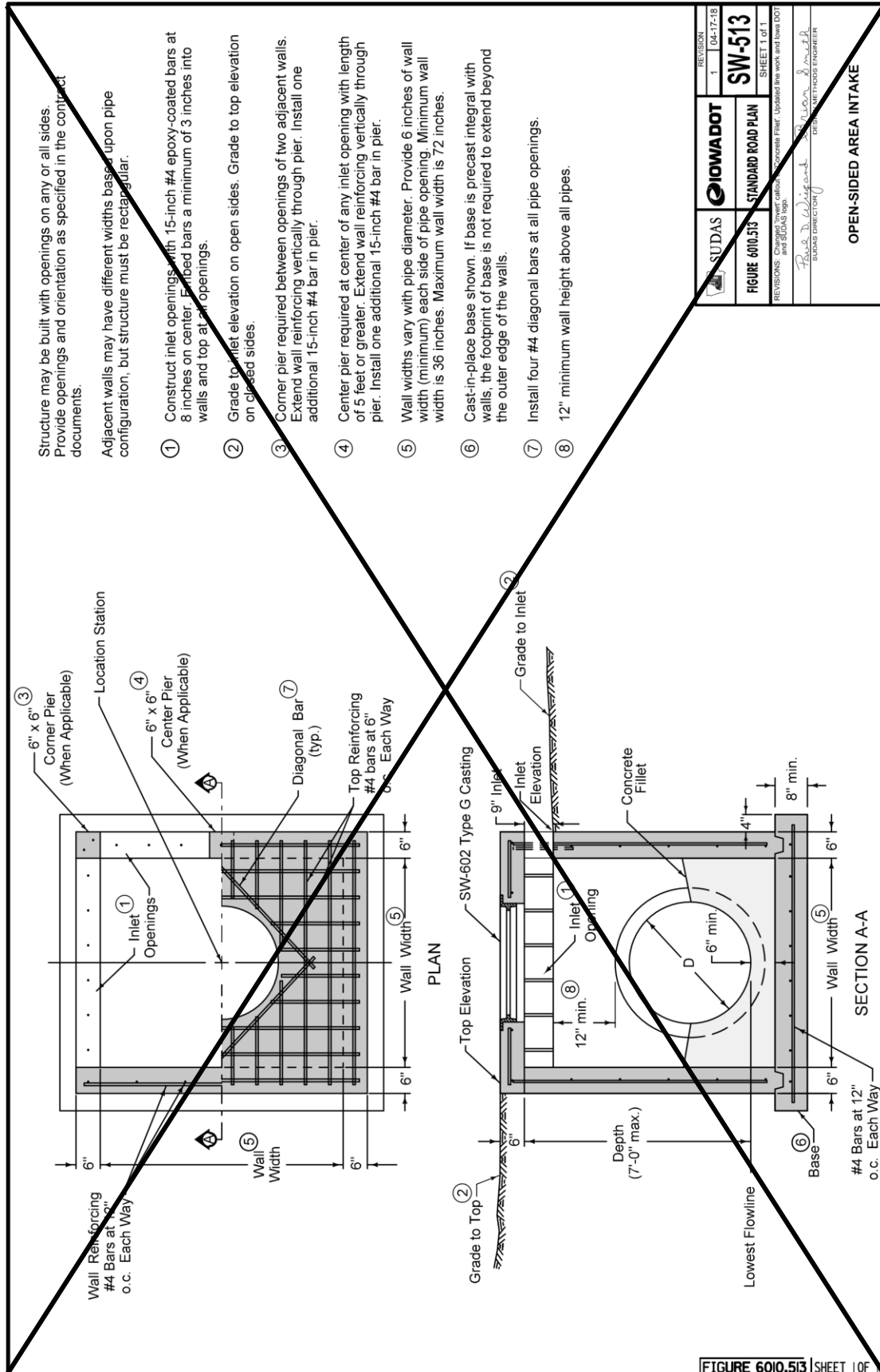
MP-5











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

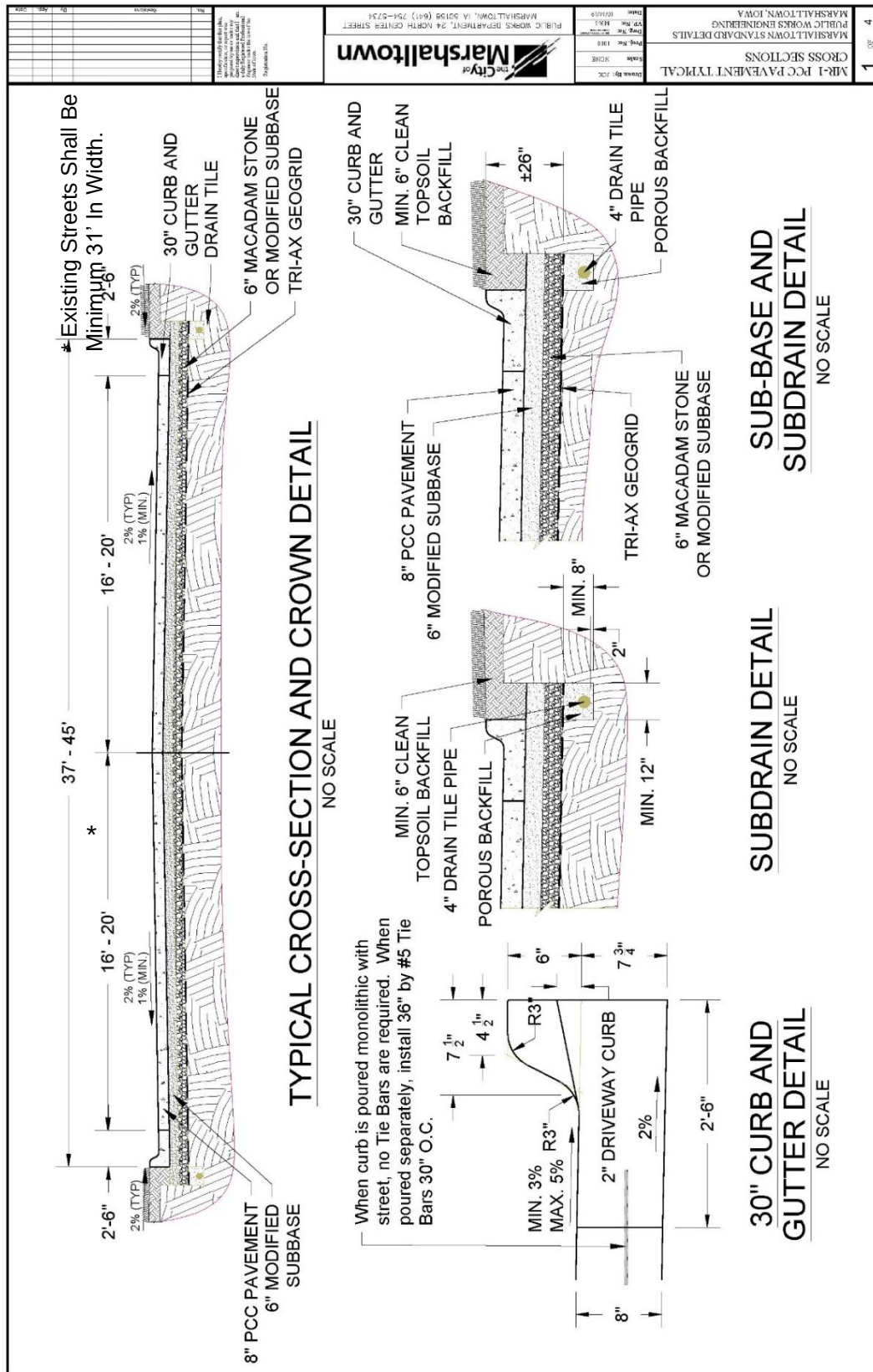
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for 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)

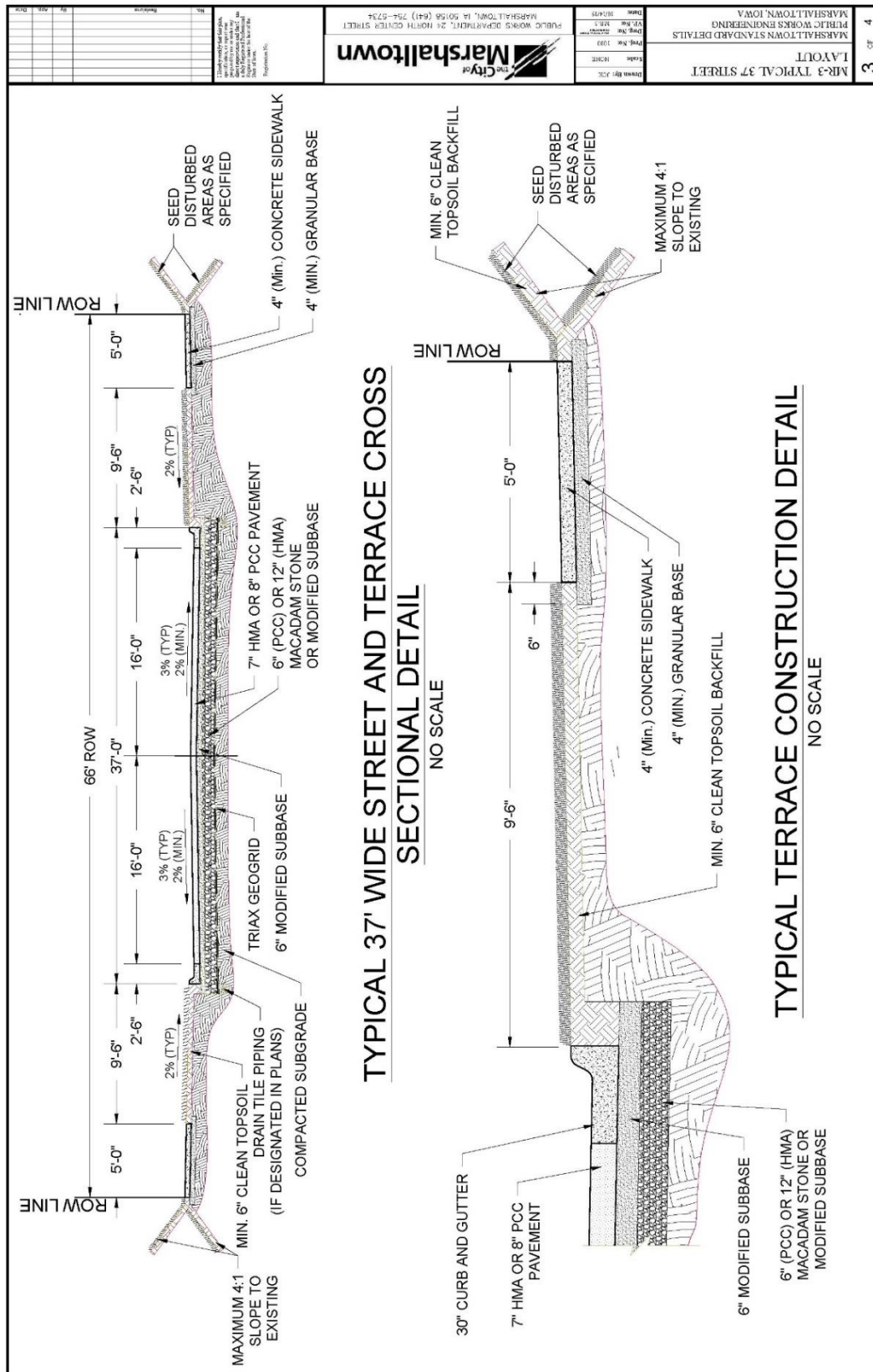
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

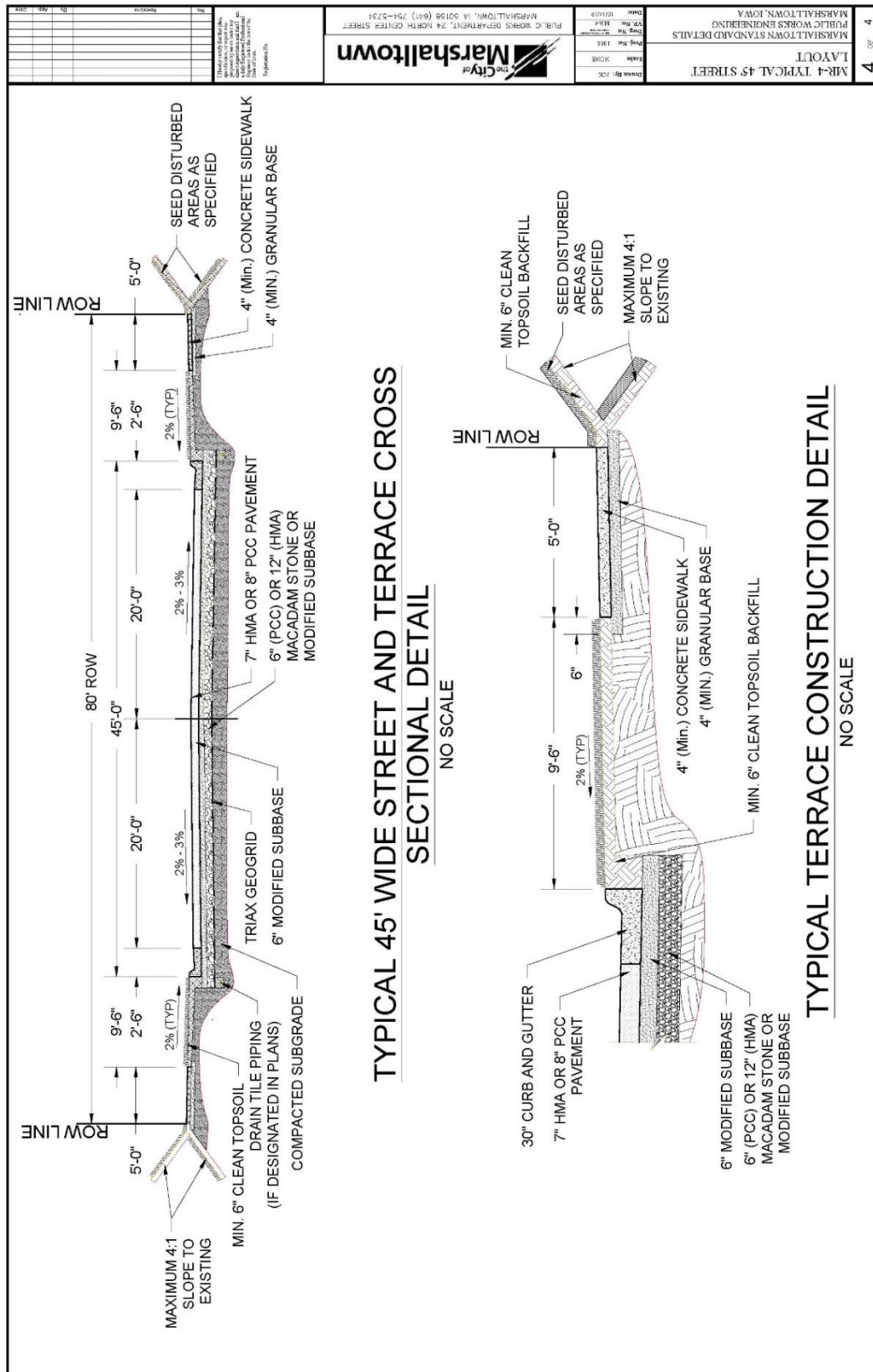
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

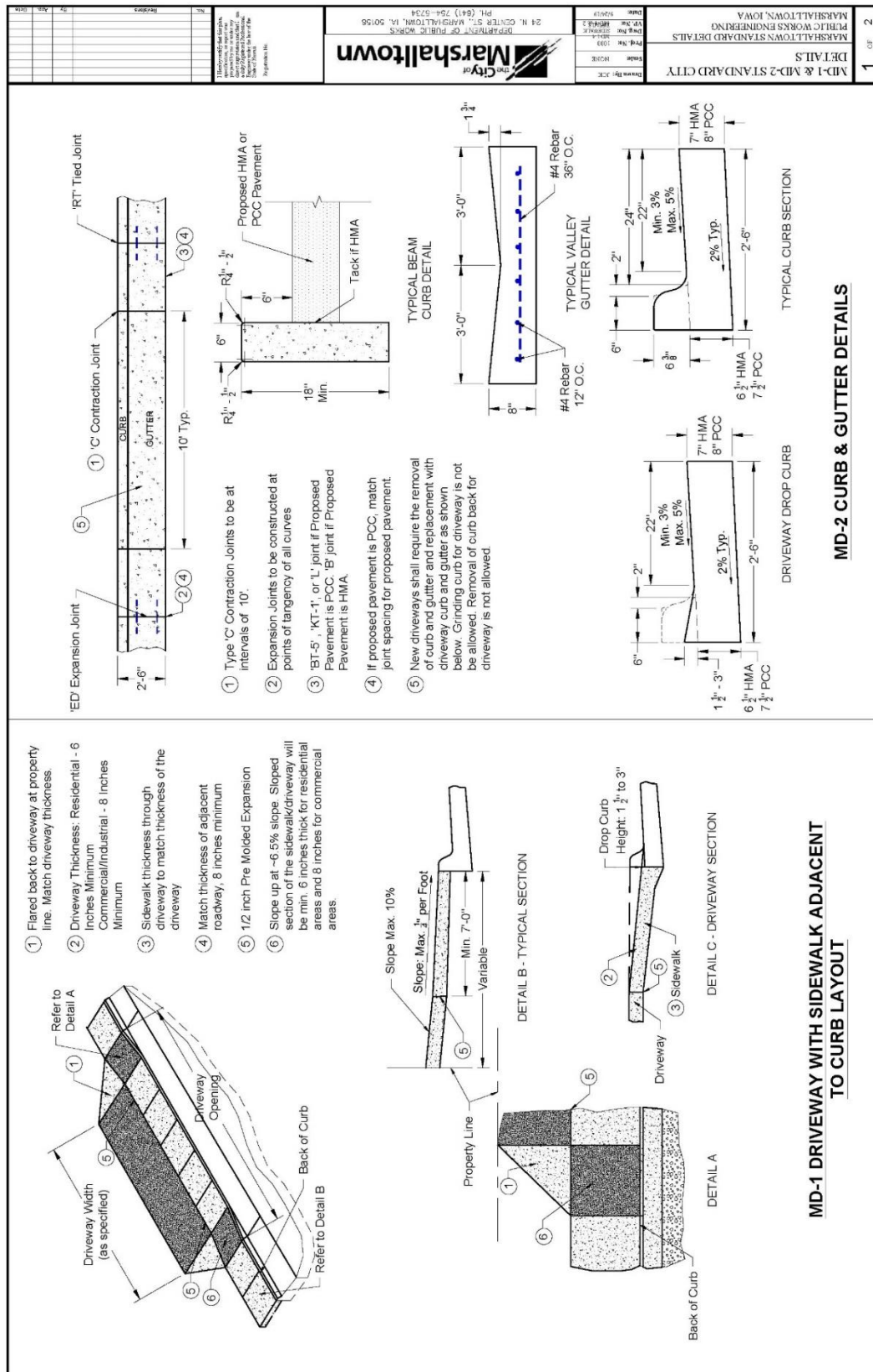
A. Added the following details:

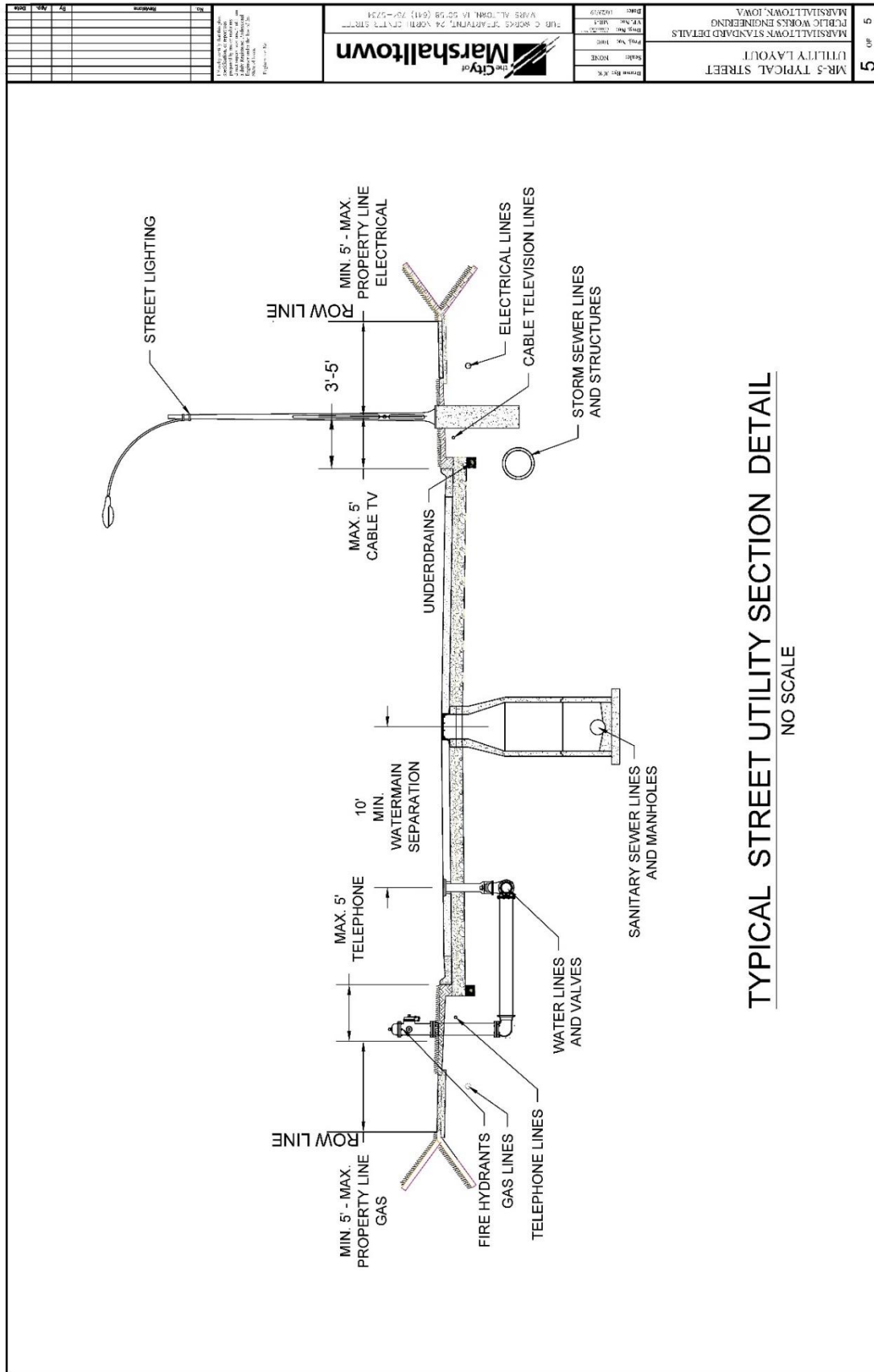
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical 37' Street Layout
3. MR-4 Typical 45' Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

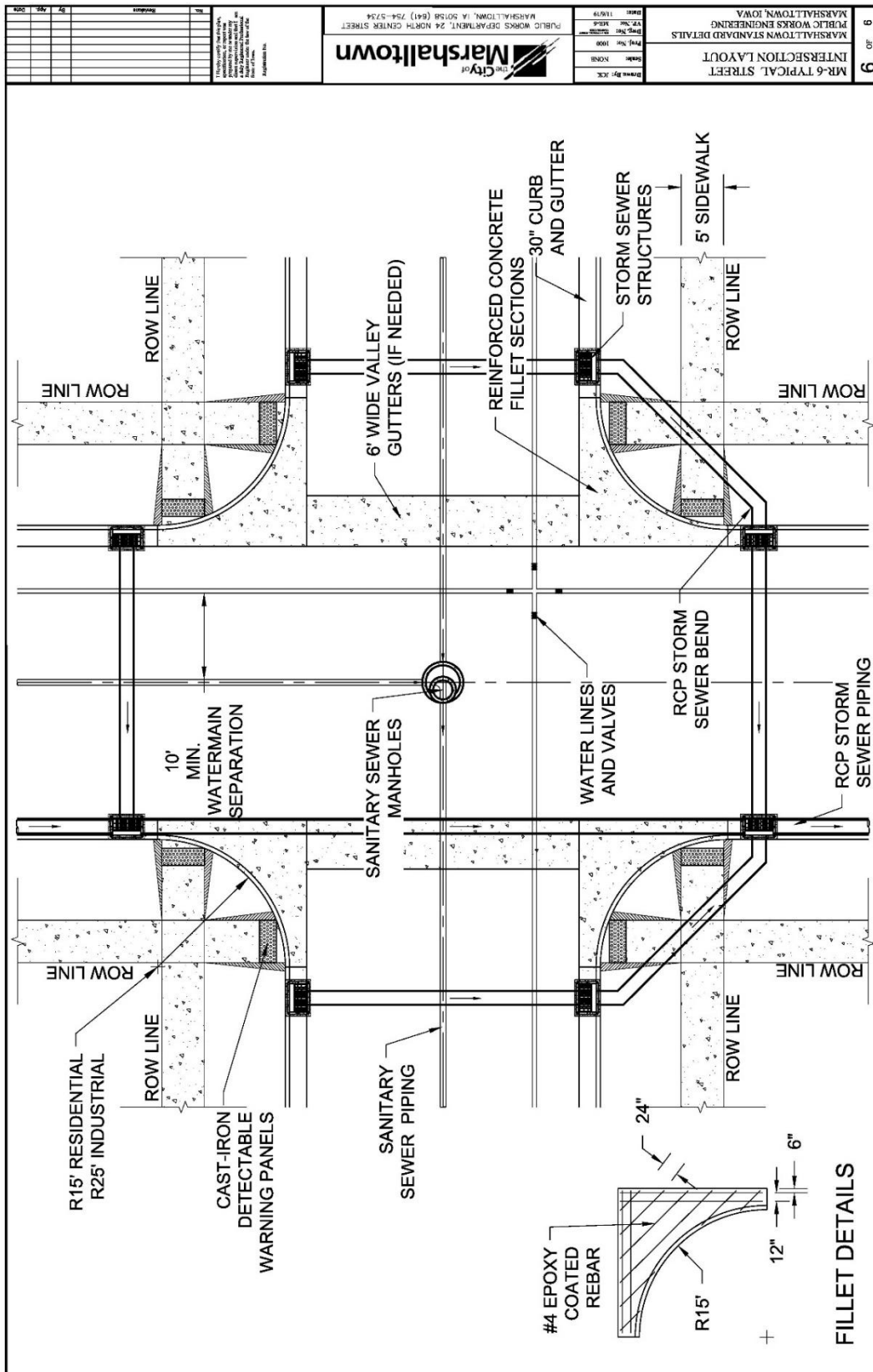












SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

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

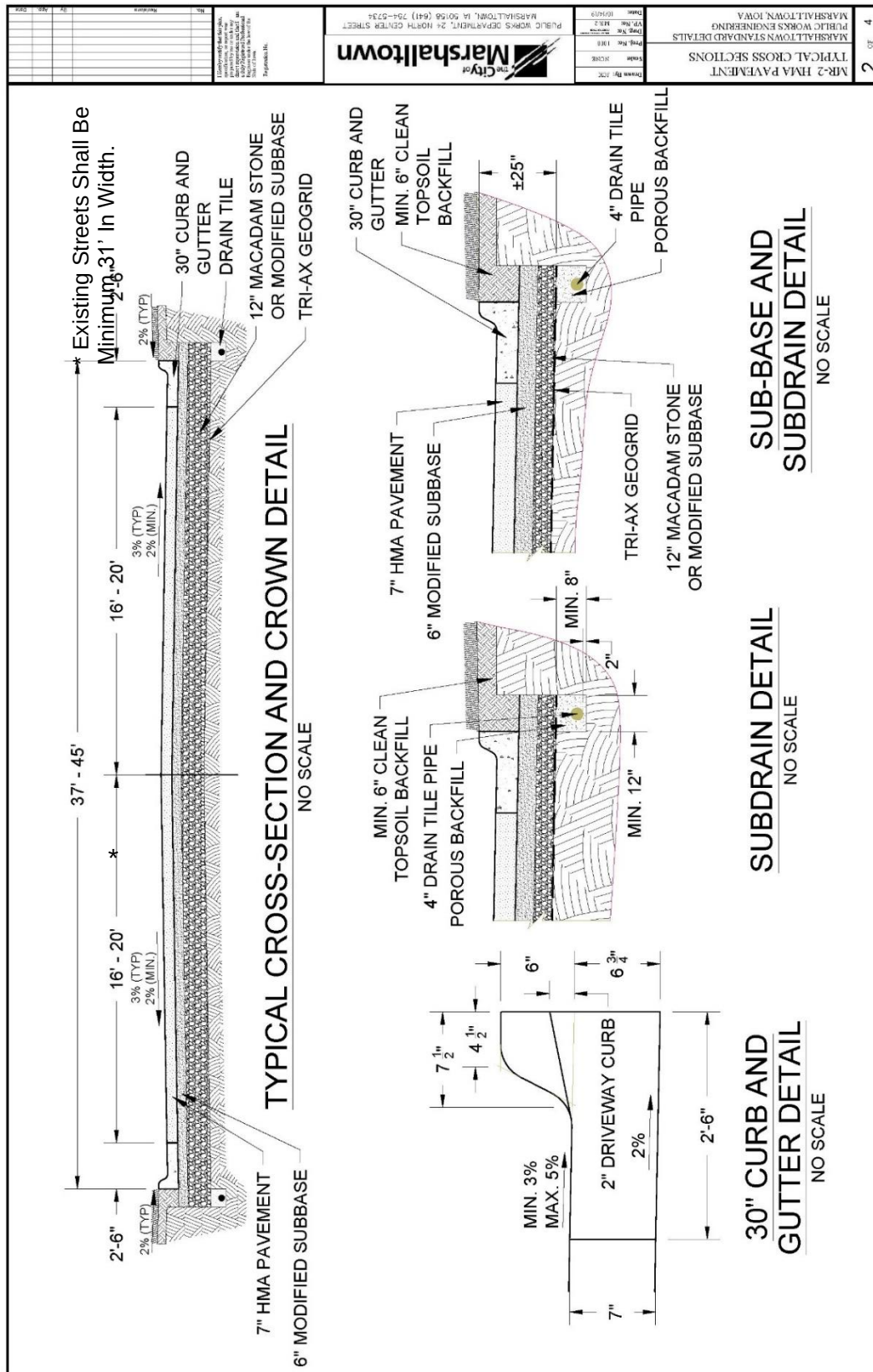
1.03 through 1.06: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

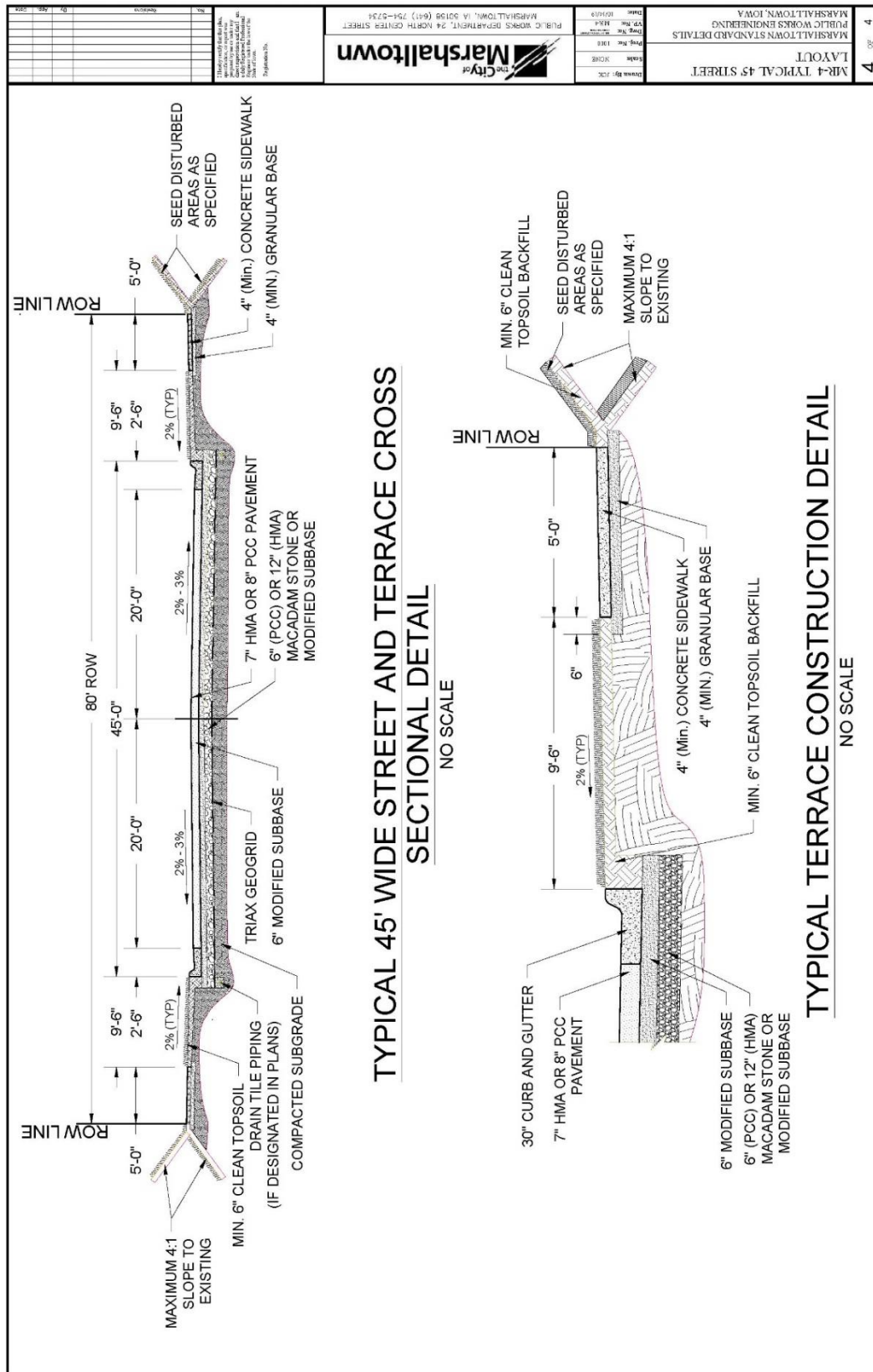
PART 3 - EXECUTION

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 730.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

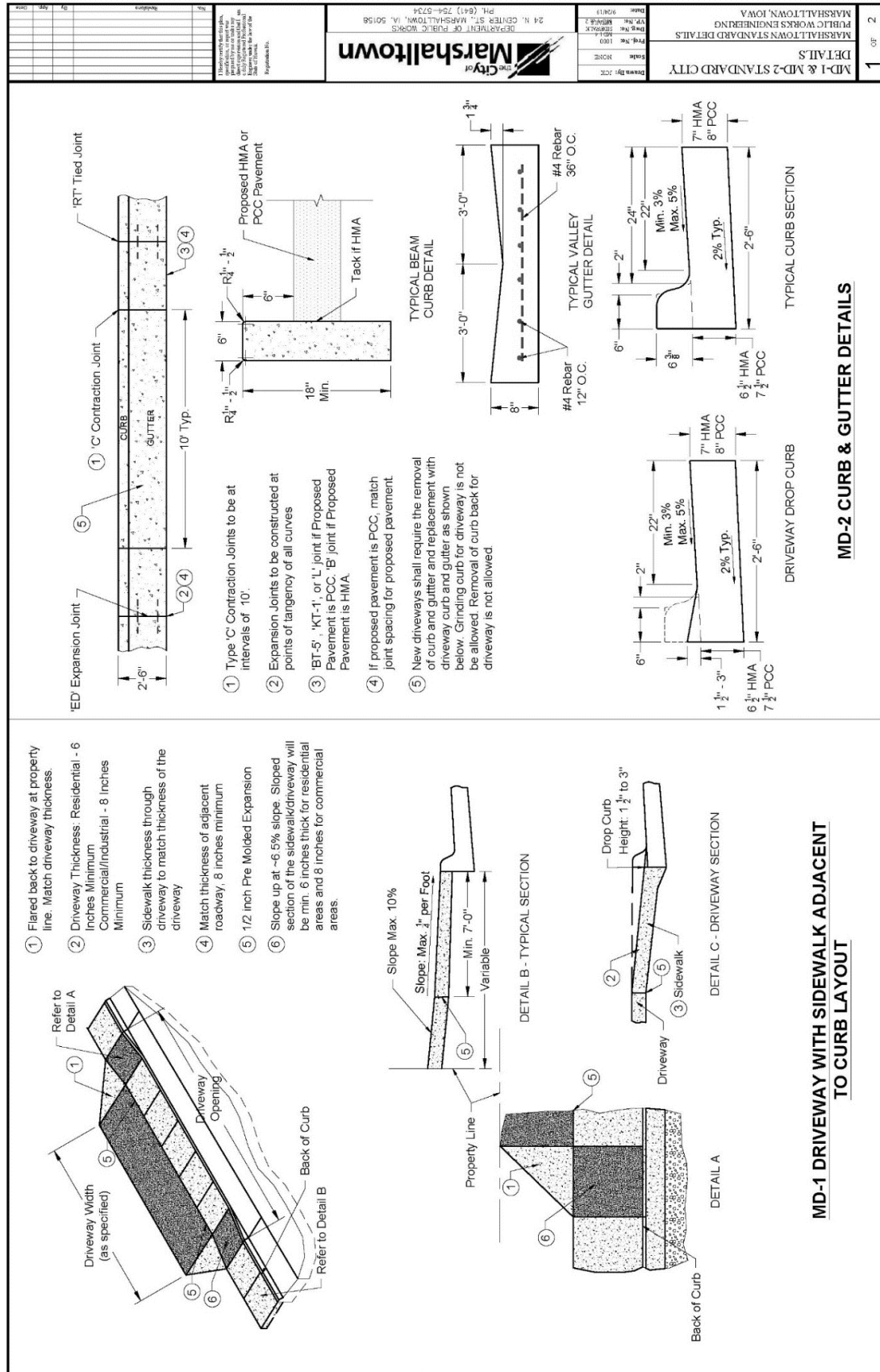
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

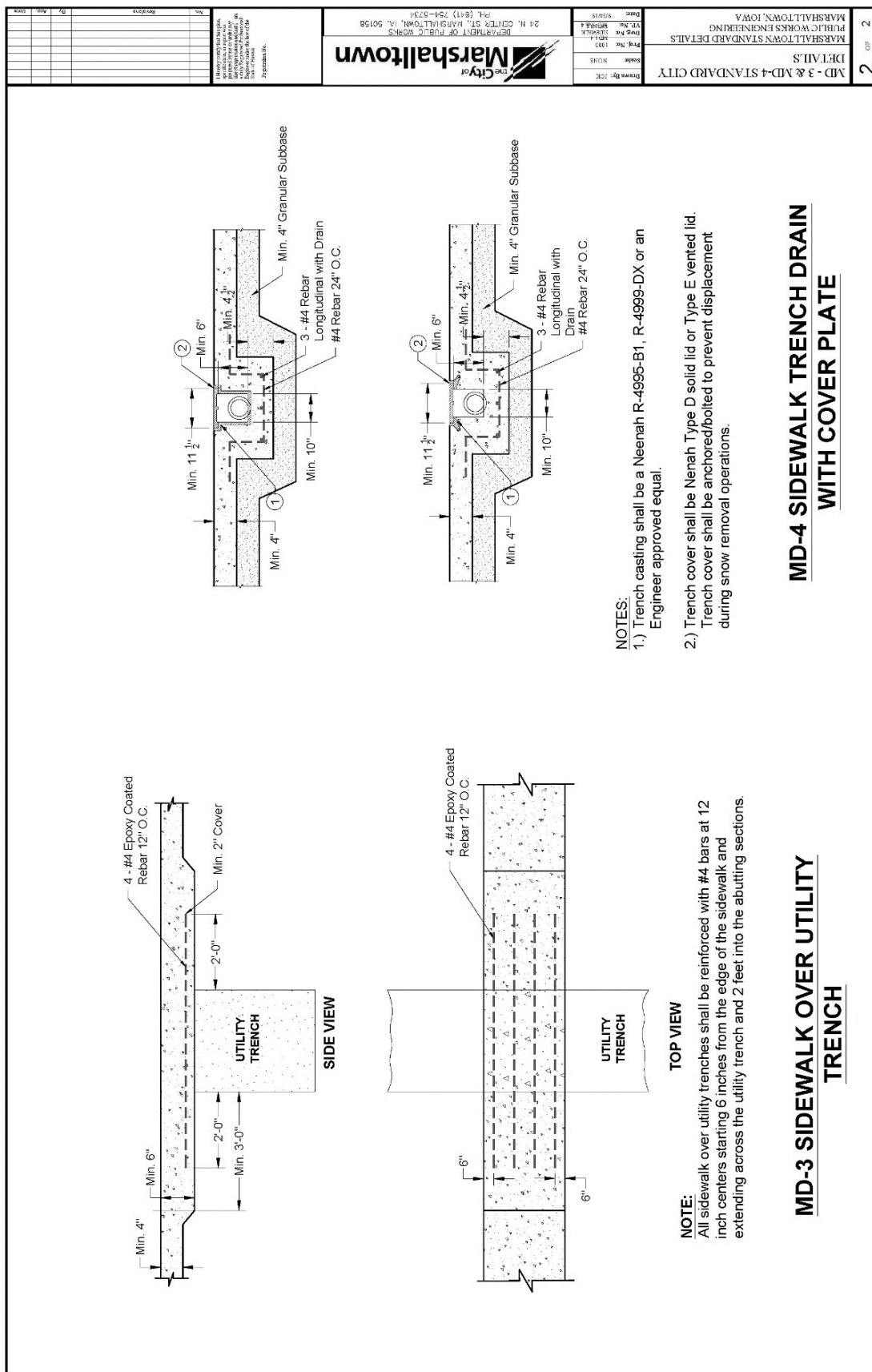
Comply with Section 7010, 3.03 and MD-2.

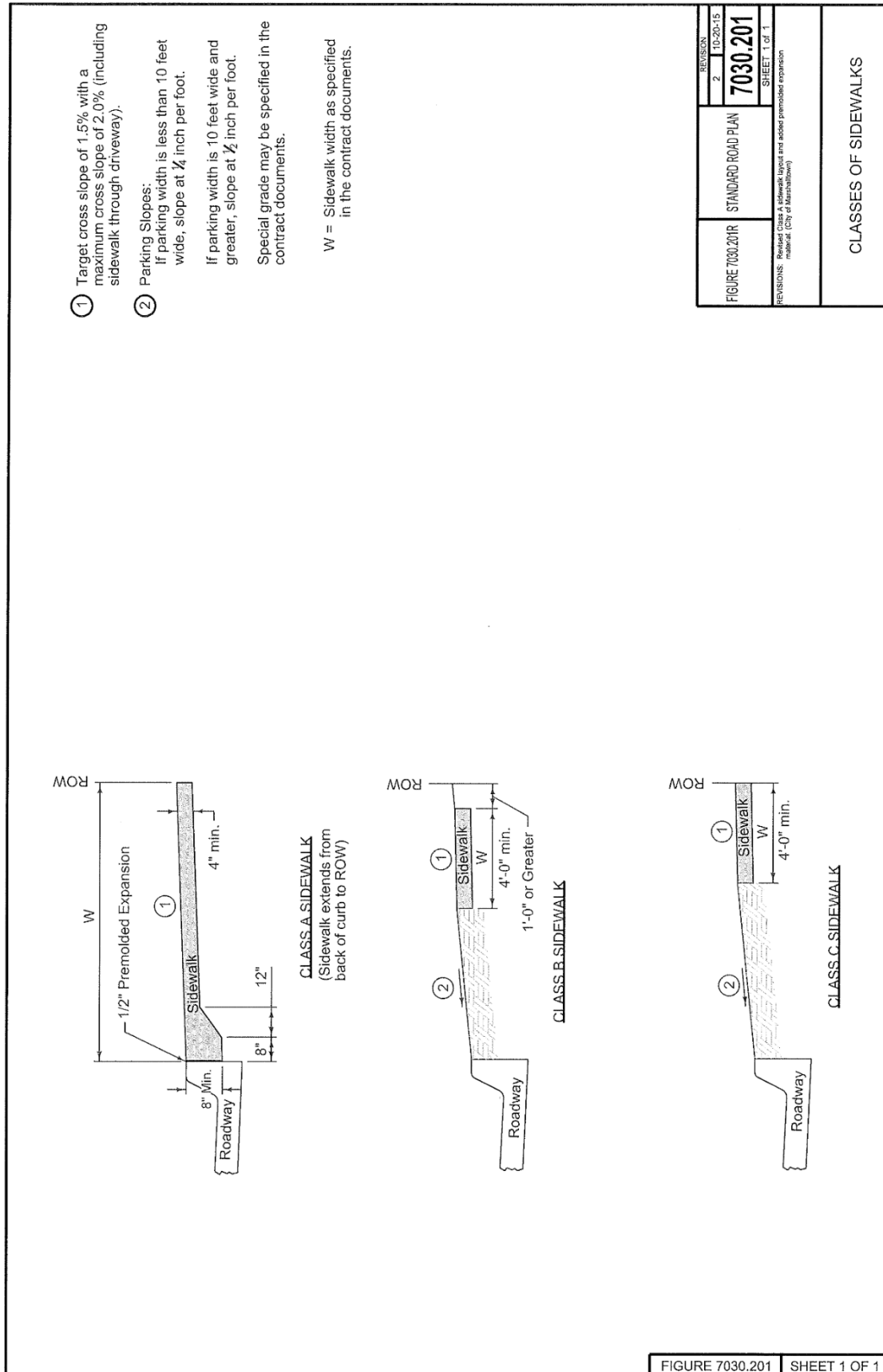
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- 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".

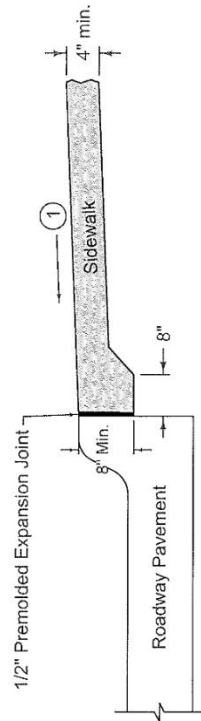




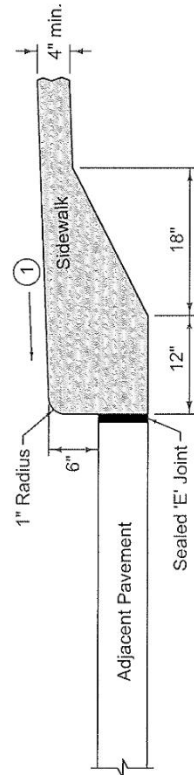


For new sidewalk with new curb and gutter, comply with Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.

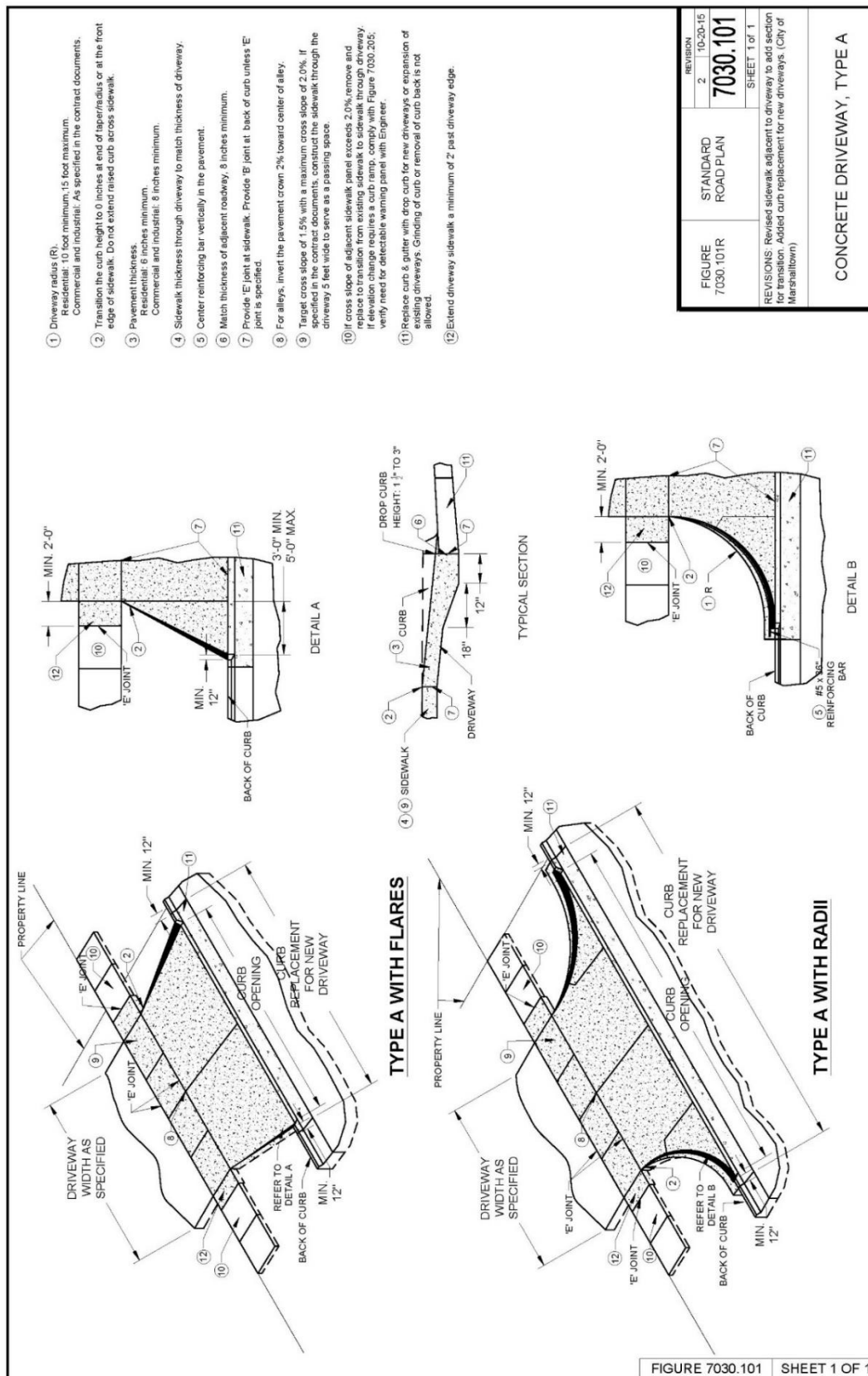


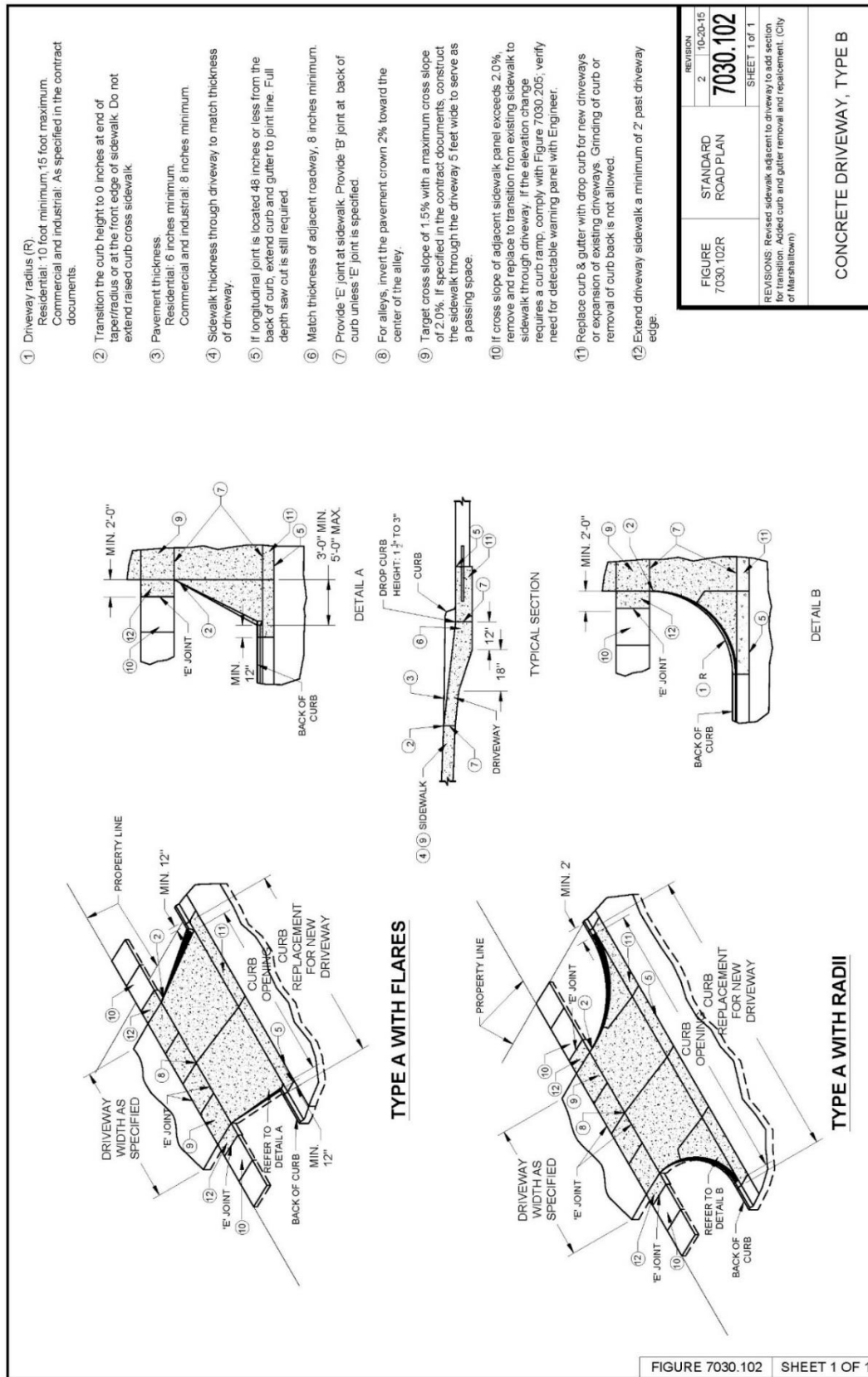
DETAIL 2

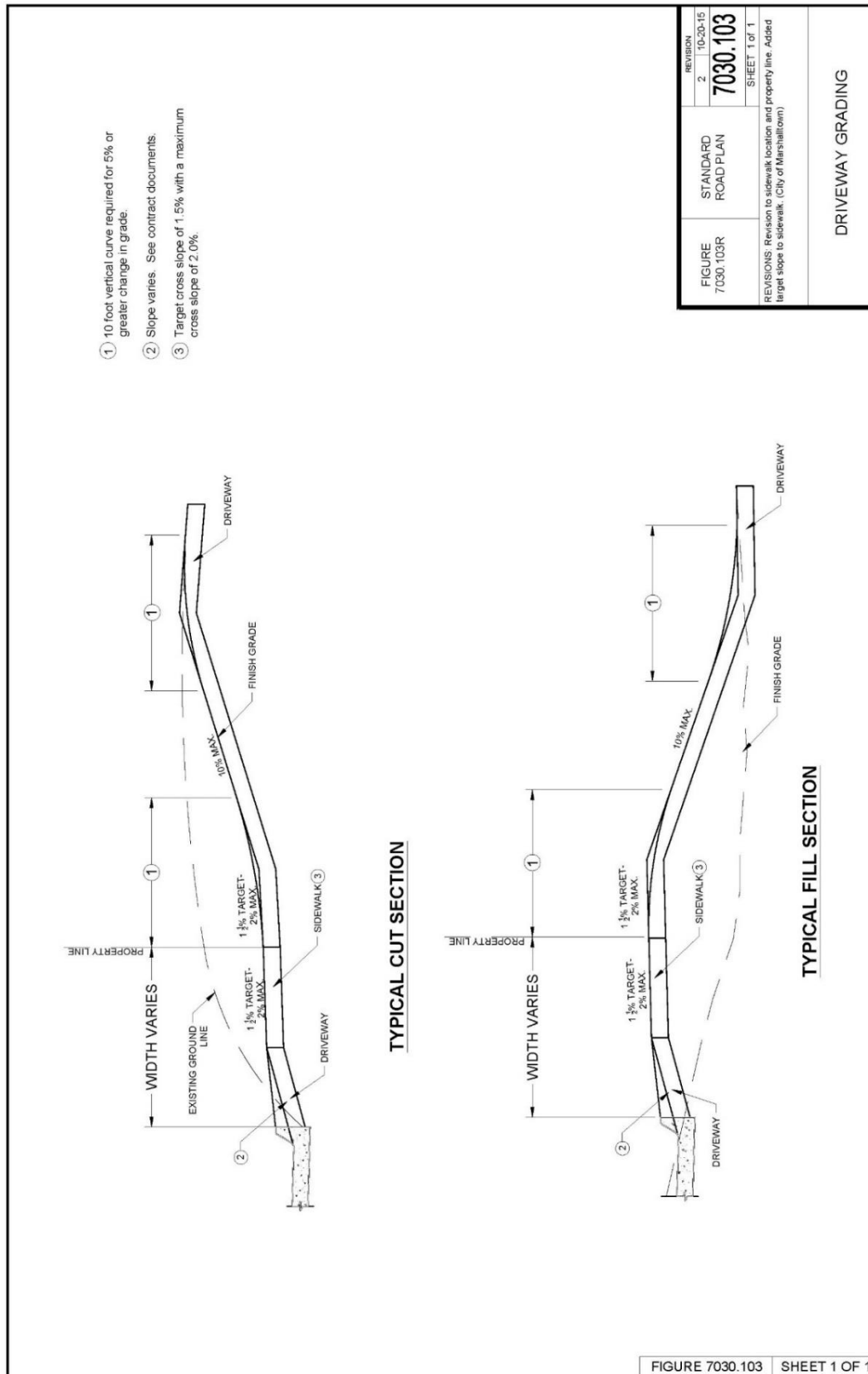


DETAIL 3

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		







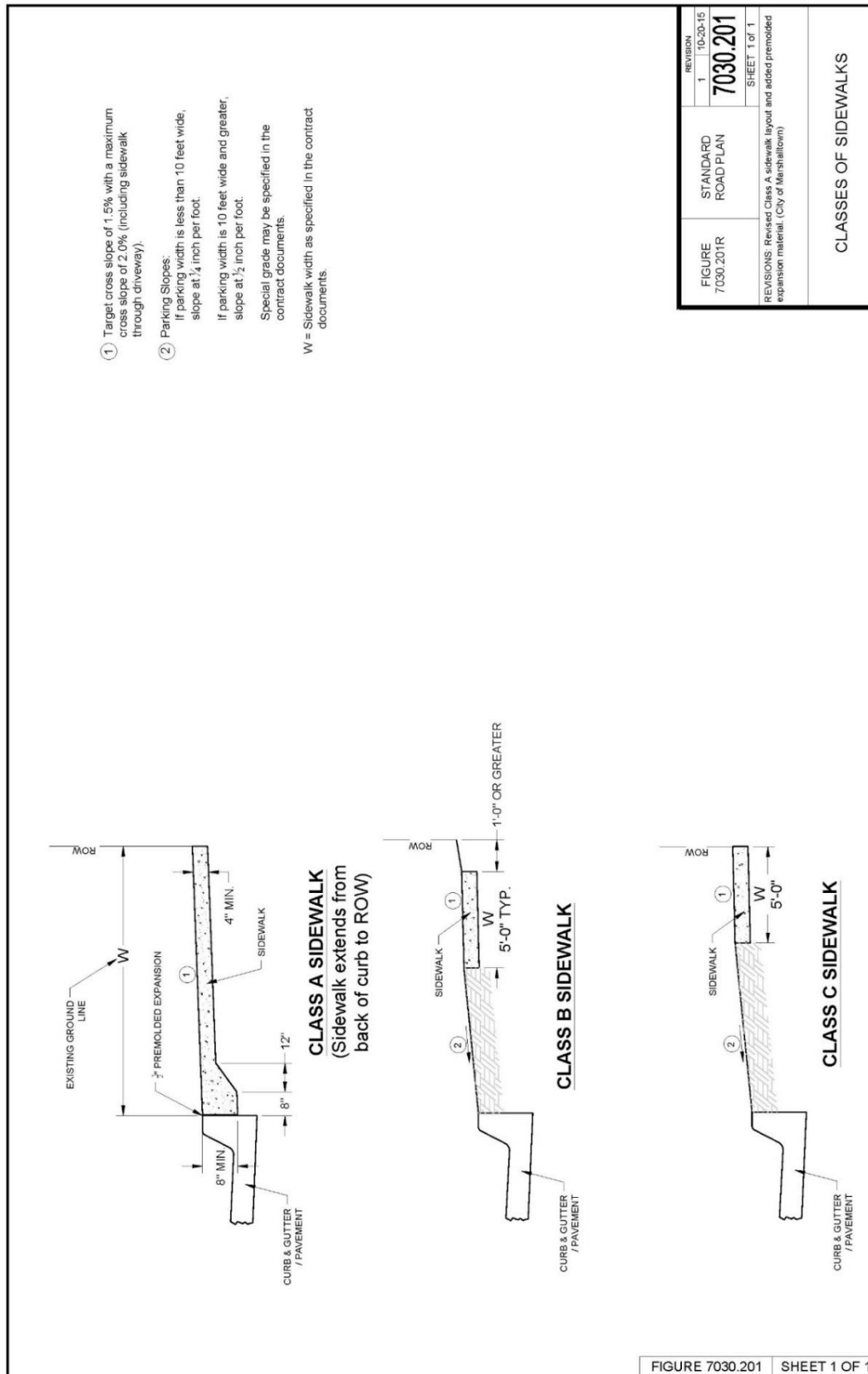
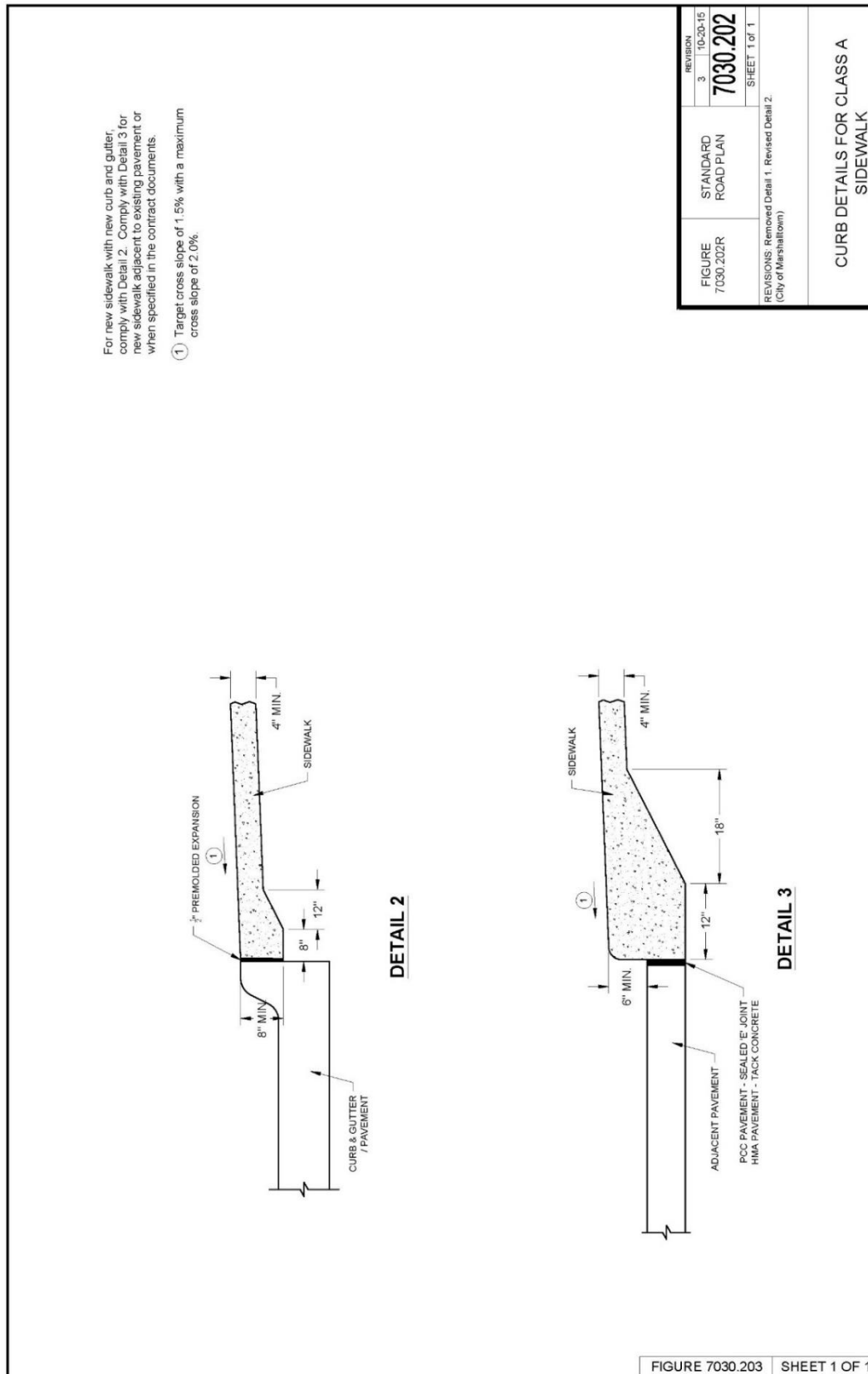
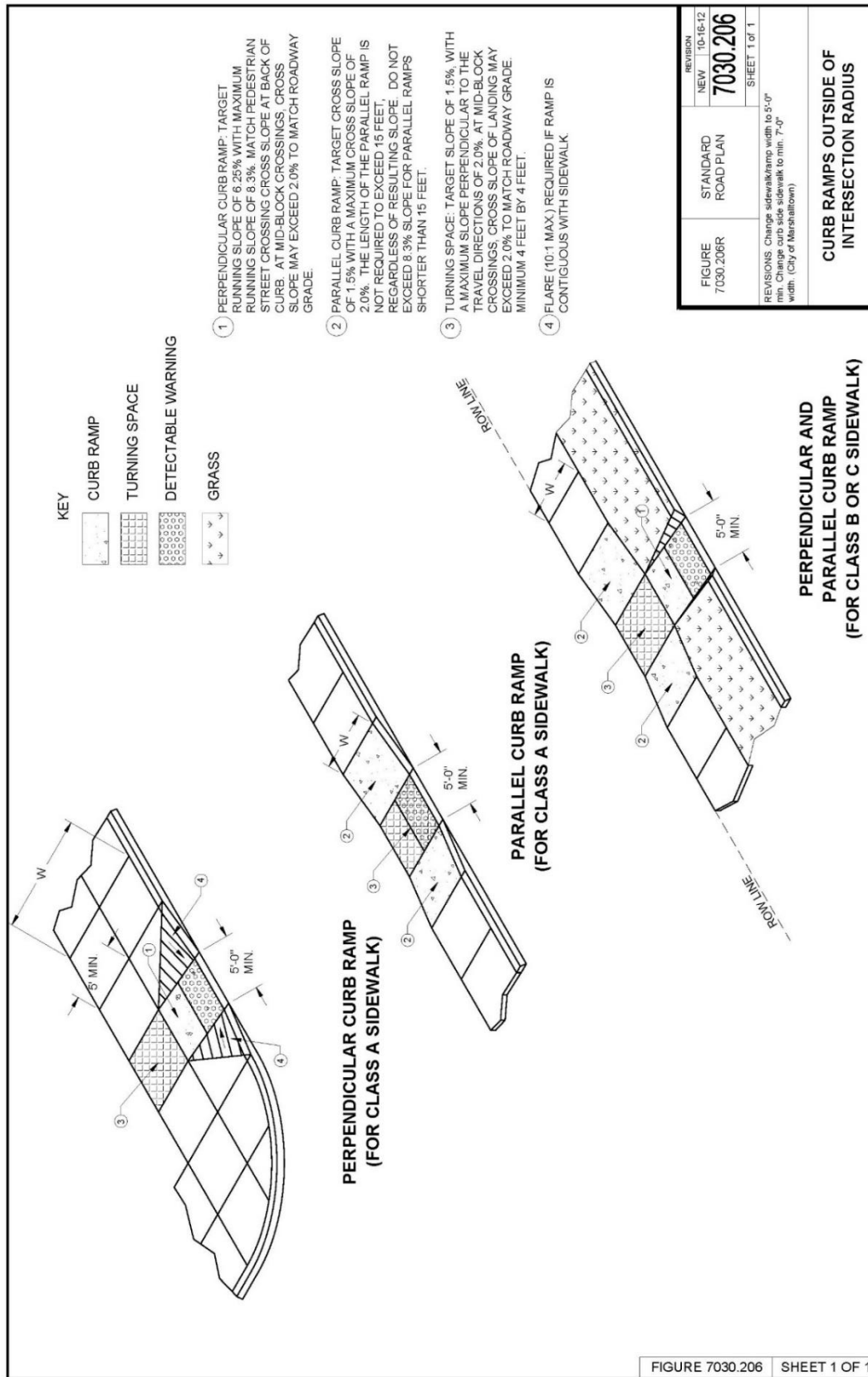
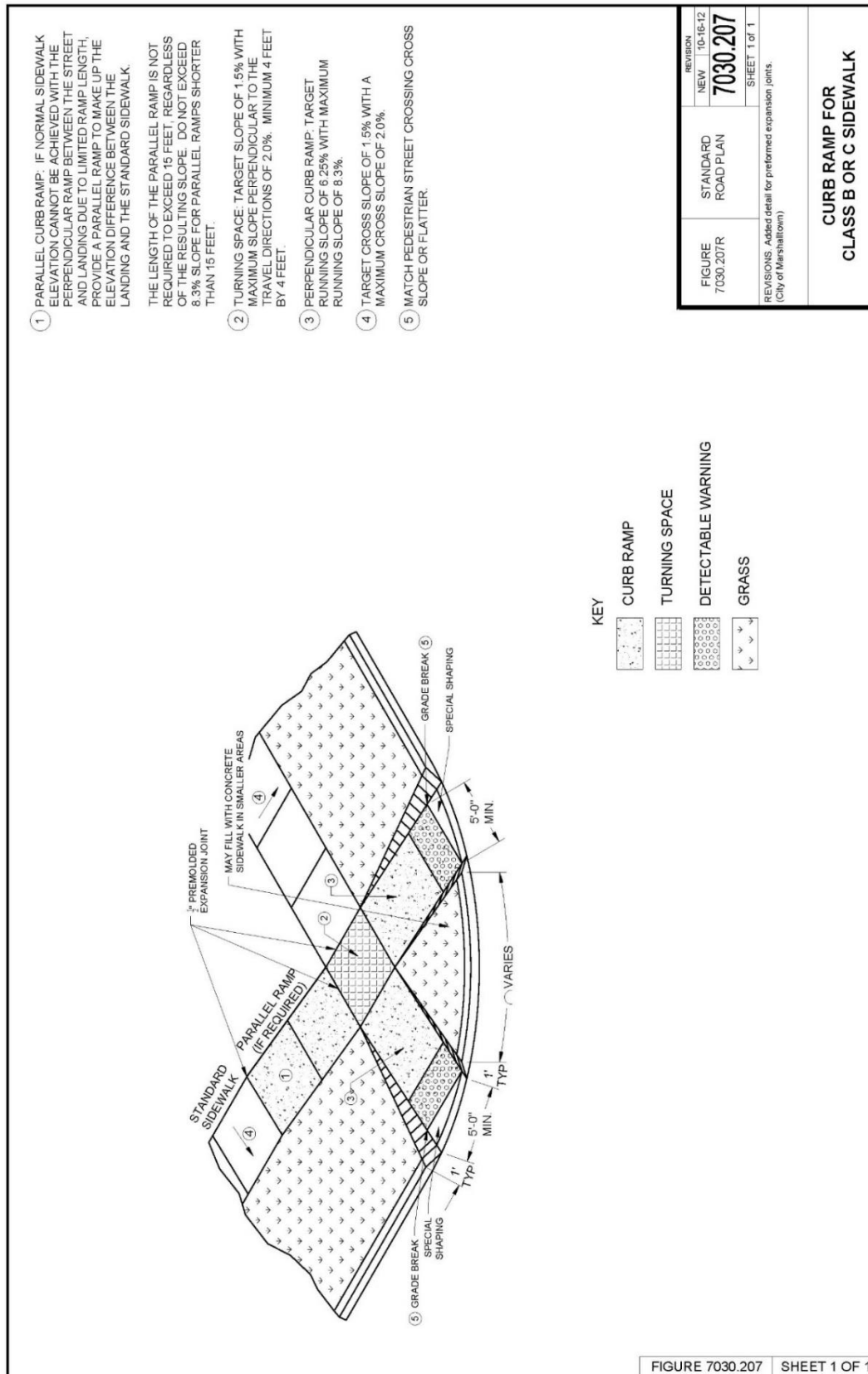
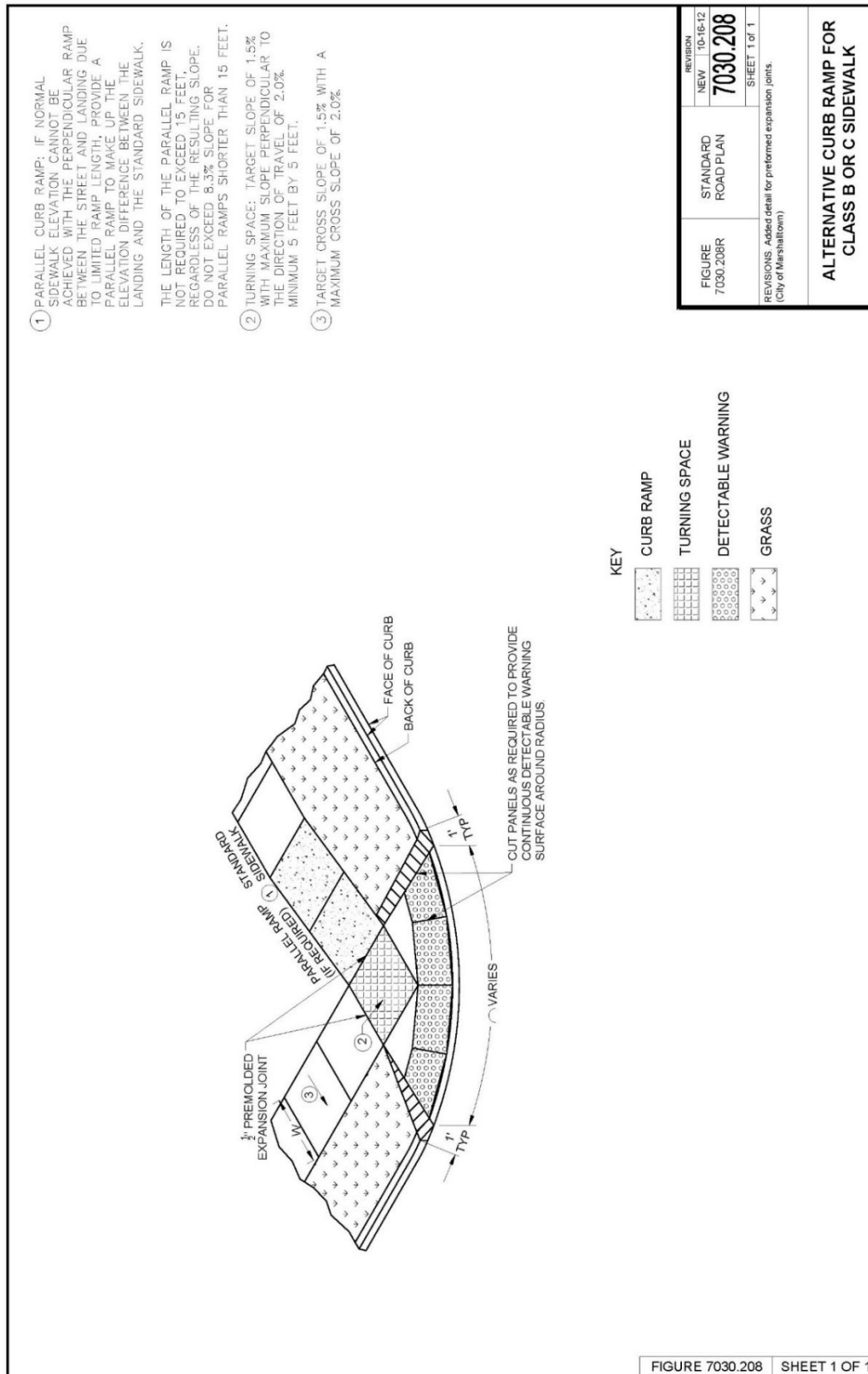


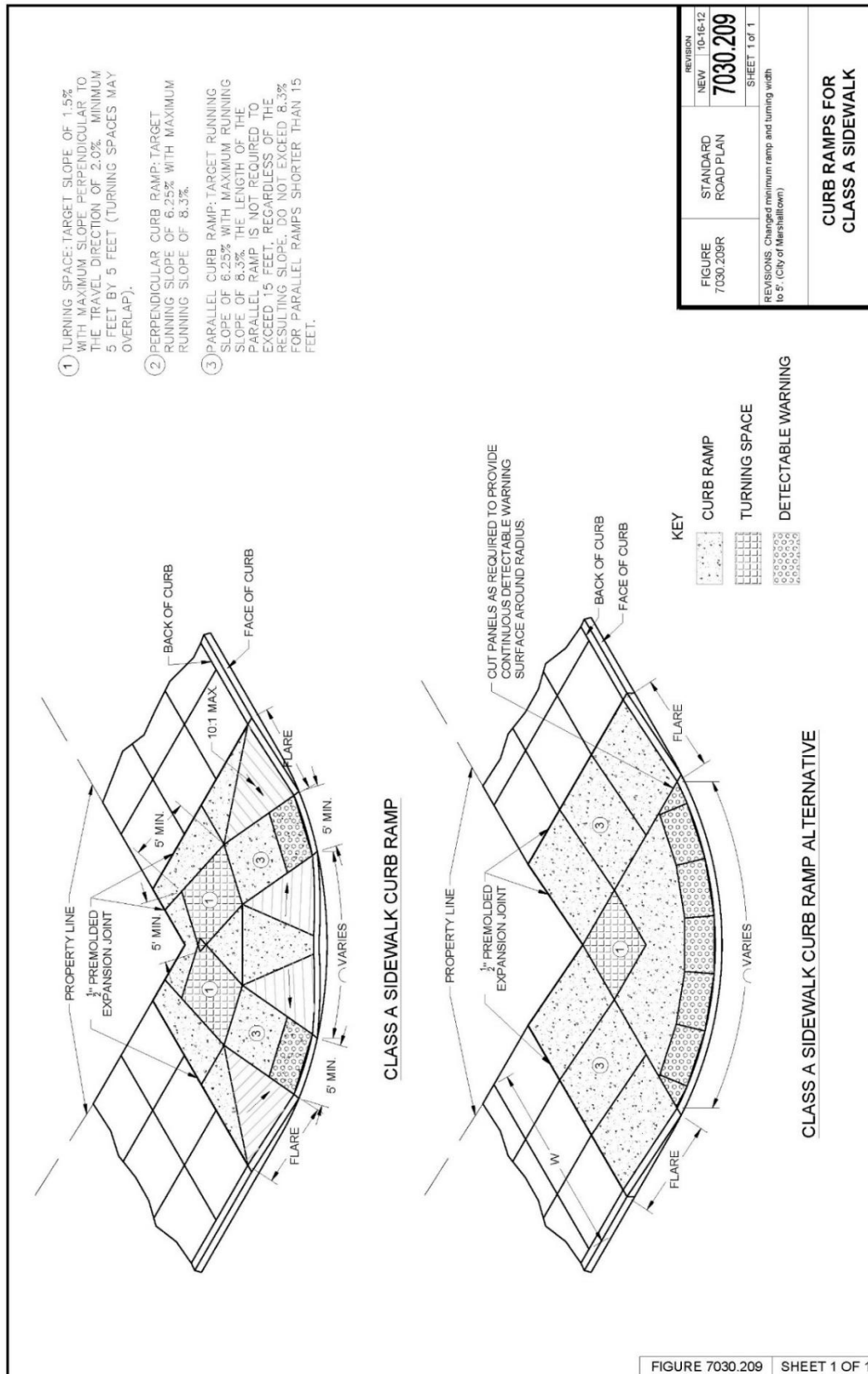
FIGURE	STANDARD ROAD PLAN	REVISION	
		1	10/20/15
7030.201R		7030.201	
		SHEET 1 of 1	
REVISIONS: Revised Class A sidewalk layout and added premolled expansion material. (City of Marshalltown)			
CLASSES OF SIDEWALKS			











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

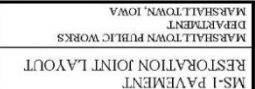
B. MS-3 Manhole Boxout Details

C. MS-4 Pavement Restoration Details

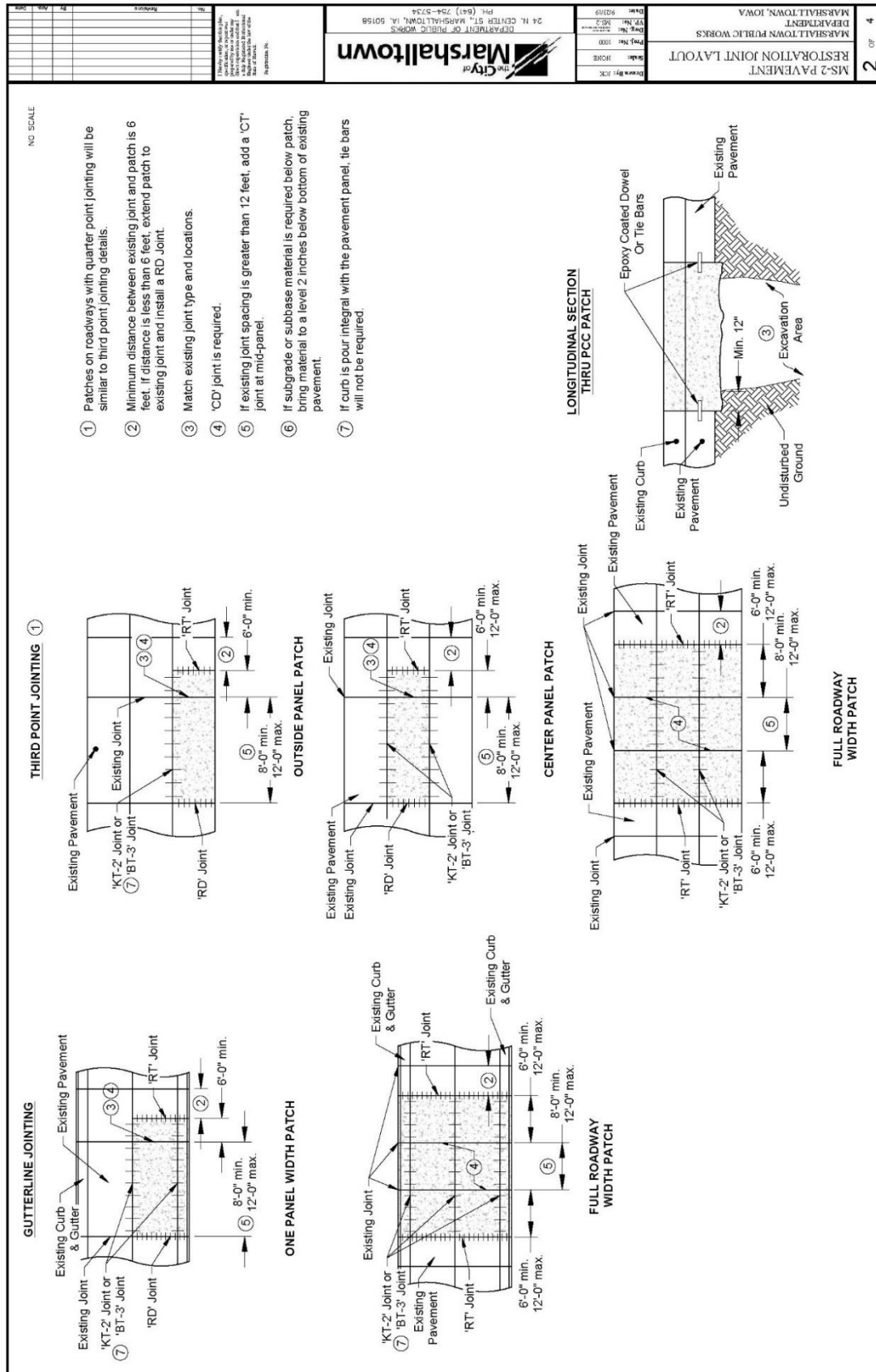
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

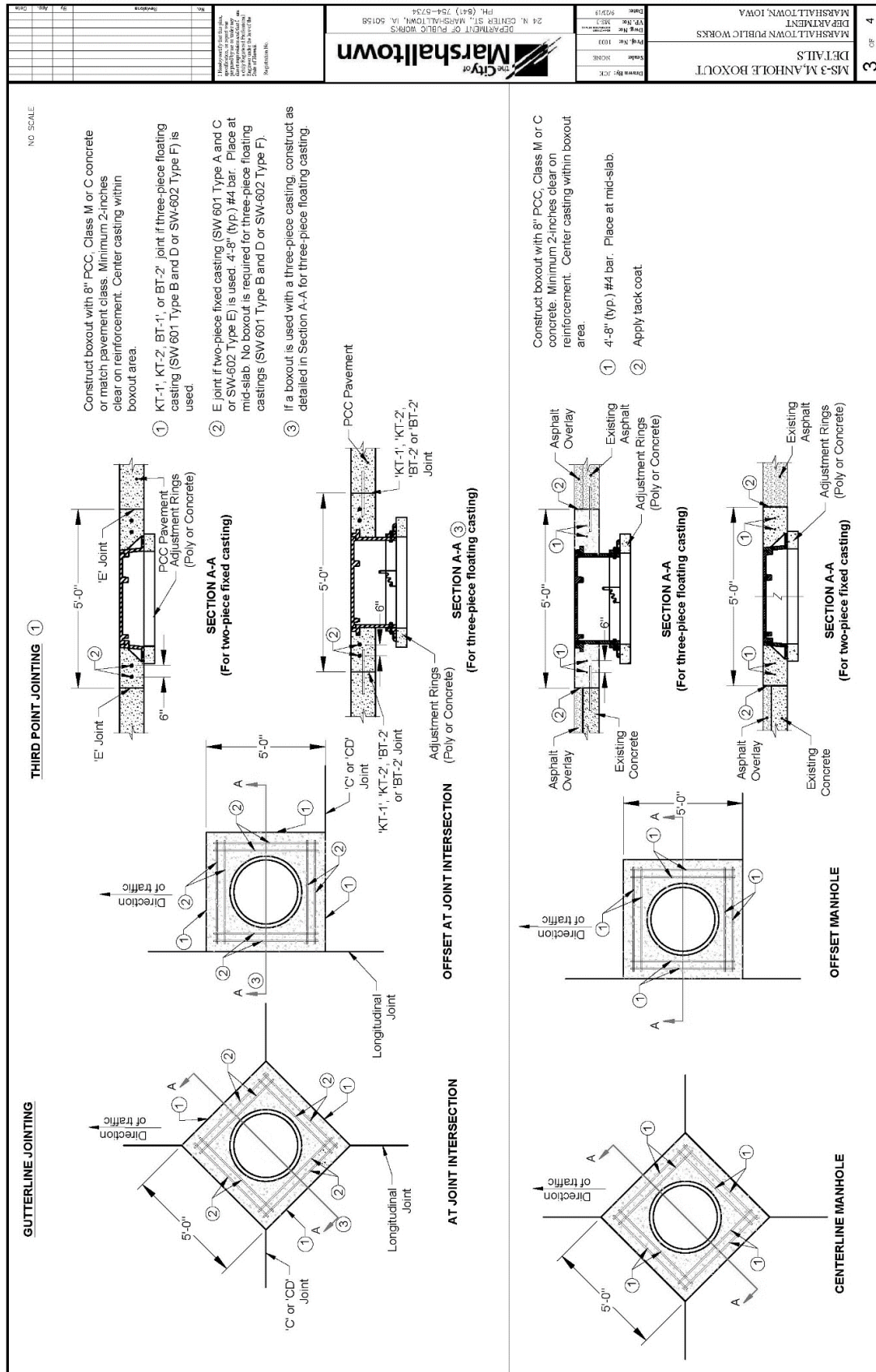
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

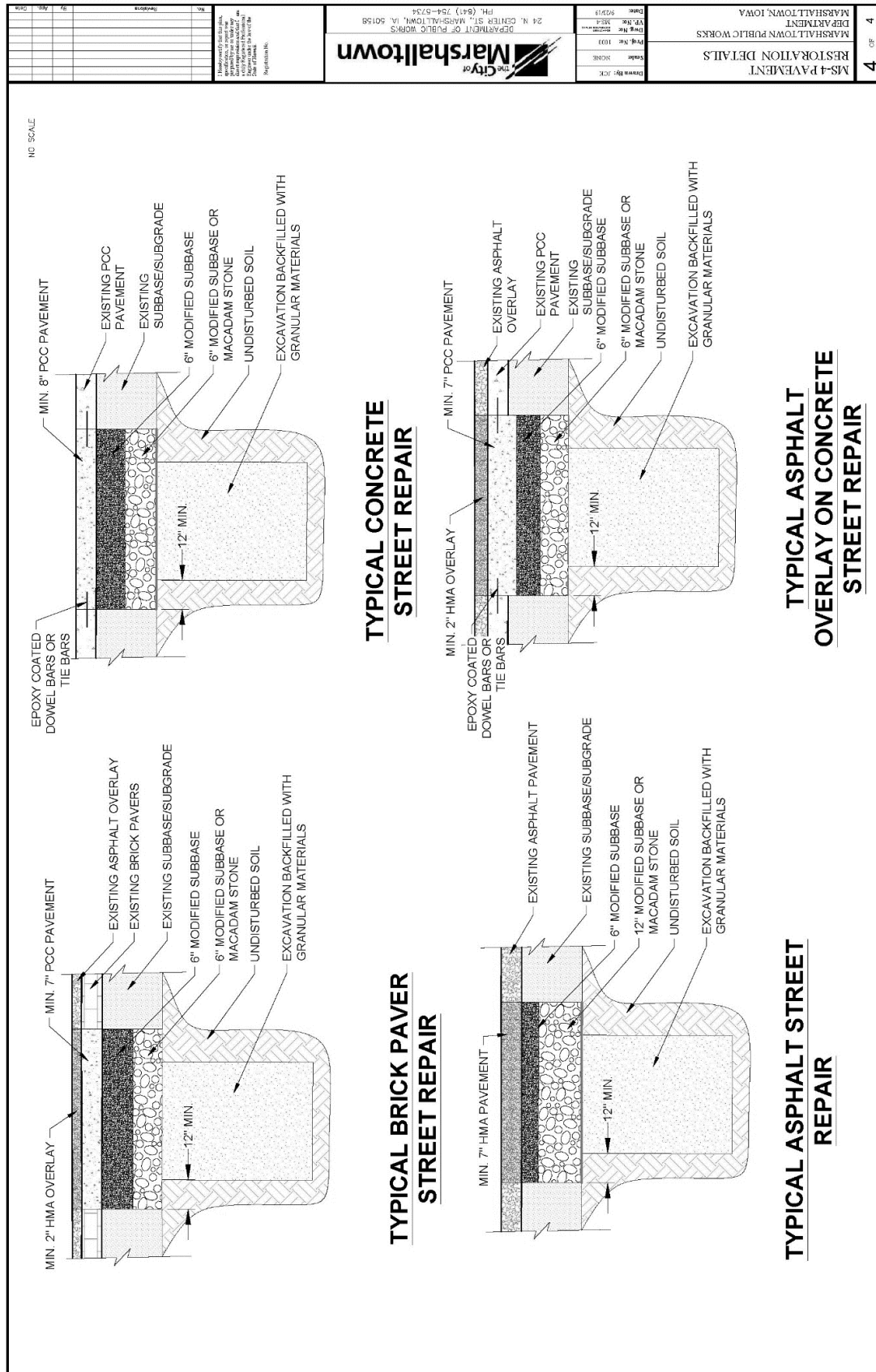
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long

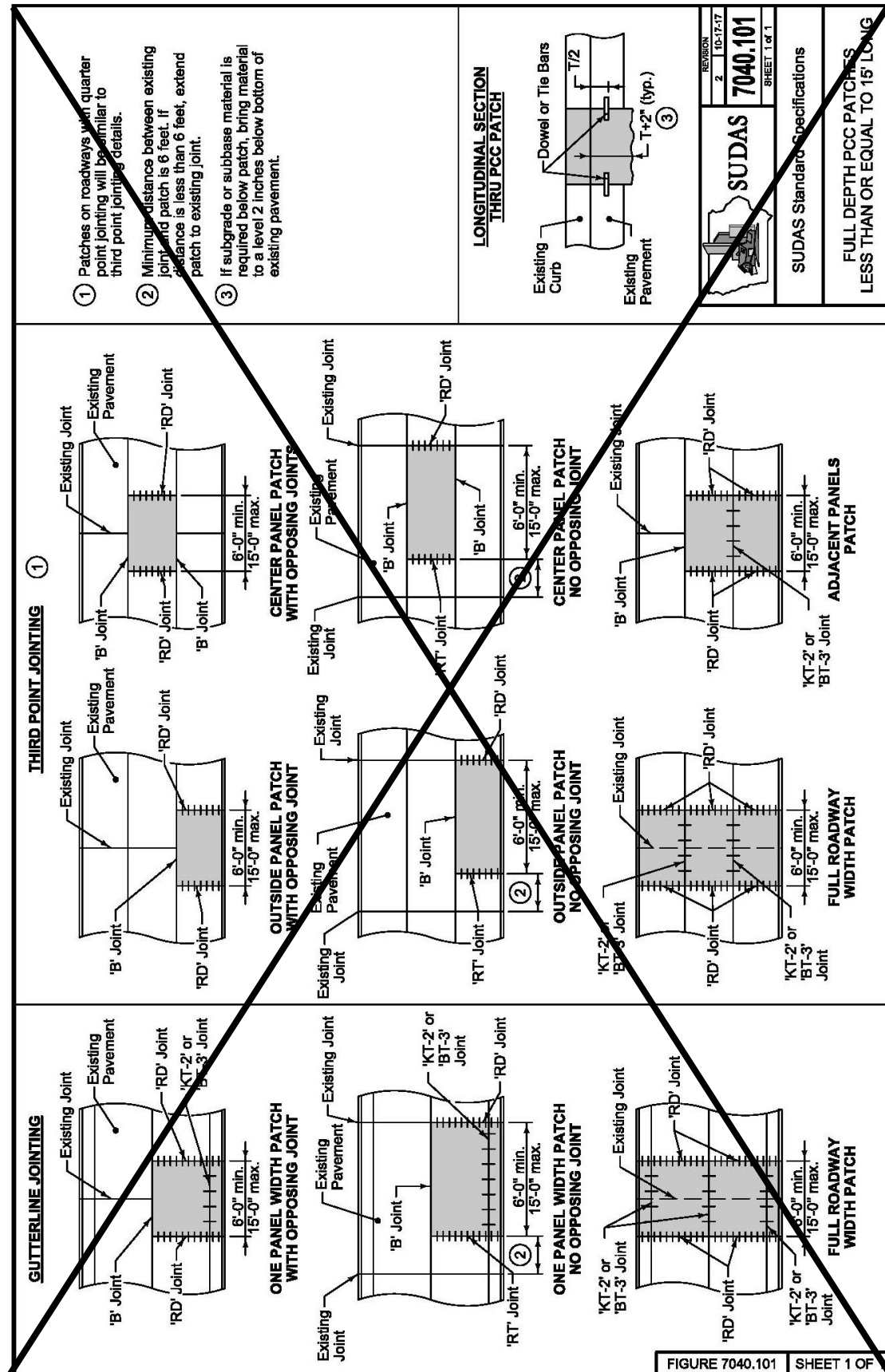


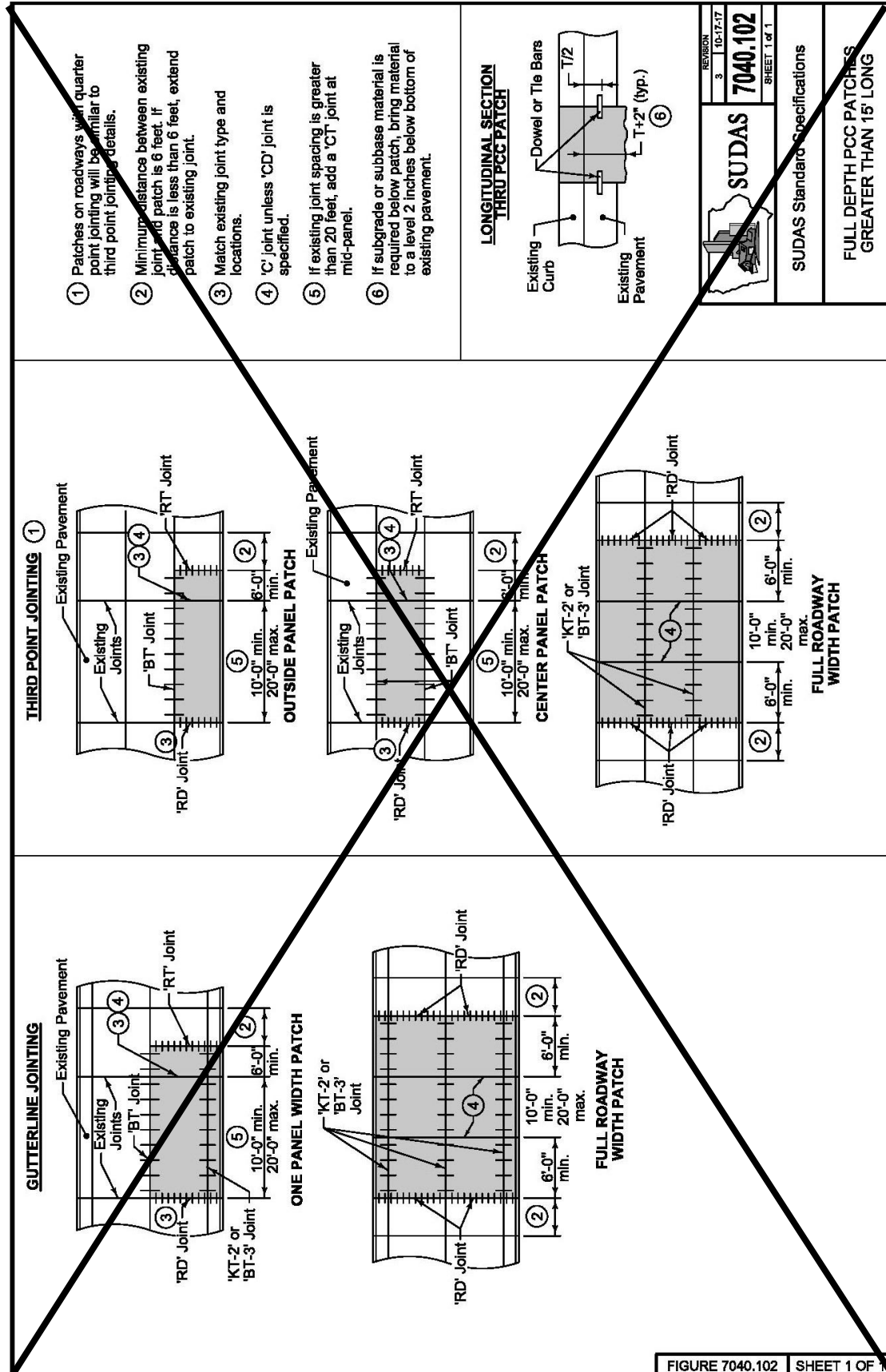
City of Marshalltown Supplementary Conditions to the Statewide Urban Design and Specifications (SUDAS)











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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PART III – SUPPLEMENTAL TECHNICAL SPECIFICATIONS

SECTION 1. COLORED & STAMPED CONCRETE (PAGES 1-6 of PART III)

SECTION 2. PICKLEBALL COURT PAVEMENT (PAGES 7-11 OF PART III)

SECTION 3. PICKLEBALL COURT ACRYLIC SURFACING (PAGES 12-16 OF PART III)

SECTION 4. PICKLEBALL NET, POSTS, & ANCHORS (PAGES 17-19 OF PART III)

SECTION 5. CHAIN LINK FENCE (PAGES 20-23 OF PART III)

DIVISION 7 (COLORED & STAMPED CONCRETE)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products and Execution for all colored concrete & stamped flatwork
 - 2. Products and Execution for all colored Architectural Cast-in-place Concrete With Stamping

1.2 RELATED SECTIONS

- A. SUDAS Section 7010- PORTLAND CEMENT CONCRETE PAVEMENT for work within the Public Right-of-Way
- B. Section 033000 – Cast-in-place Concrete for landscaping retaining walls

1.3 SUBMITTALS

- A. Contractor shall submit specified manufacture's complete technical data sheets and color charts for the following:
 - 1. Liquid Integral Color
 - 2. Liquid Release Agent
 - 3. Non-Stamping Evaporation Controller
 - 4. Concrete Efflorescence Remover
 - 5. Slip-Resistant Lacquer-Based Sealer for Decorative Concrete flatwork

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of specified colored additives and sealants shall have a minimum 10 years experience in the production of specified products.
- B. Perform work in accordance with ACI 301 and ACI 316.
- C. Perform work in accordance with SUDAS specification Section 7010 for work in the Public Right-of-Way and with Section 033000 – Cast-in-place Concrete.
- D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout the Project.
- E. Installer Qualifications: Colored Concrete installer shall have a minimum of five years' experience with work of similar scope and quality, and shall be able to provide list of three projects similar in scope to this project which have been completed within the local area to prove qualifications.
- F. Colored Concrete Field Samples: Test panels
 - 1. Provide under provisions of SUDAS Section 7032.
 - 2. At location on Project selected by Owners Representative, place and finish 5' x 5' area with stamping included. Stamps shall be phrases as determined by the Marshalltown Arts Alliance and stamps shall be provided by the Marshalltown Arts Alliance.
 - 3. For accurate color & stamping, the quality of concrete mixed to produce the sample should not be less than three (3) cubic yards (not less than 1/3 the capacity of the mixing drum on the

ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to legal regulations.

4. Construct simple-using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and tooled joints in sample panels. The field sample shall be produced by the individual worker who will be performing the work for the project.
5. Retain Samples of cements, sands, aggregates and color additives used in mock-up for comparison with materials used in remaining work.
6. Field samples shall require acceptance by the Owner's Representative and Marshalltown Arts Alliance in writing prior to continuation of paving work. If field sample is rejected by Owner's Representative or Marshalltown Arts Alliance, Contractor shall remove and dispose of rejected materials off-site in accordance with local regulations and shall install a newly constructed Field Sample, until acceptance by the Owner's Representative and Marshalltown Arts Alliance, at no additional cost to the Owner.
7. Field sample(s) accepted by the Owner's Representative and Marshalltown Arts Alliance provides visual standard for work of SUDAS Section 7031. Field sample acceptance does not waive the right of Owner's Representative or Marshalltown Arts Alliance to reject subsequent areas of paving.
8. Field sample shall remain through completion of the work for use as quality standard for finished work.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacture's instructions. Deliver products in original, unopened packaging. Do not allow products to freeze, do not store products in temperatures exceeding 120°F.

1.6 PROJECT CONDITIONS

- A. Colored Concrete Environmental Requirements
 1. Refer to specifications Section 7010- PORTLAND CEMENT CONCRETE PAVEMENT.
 2. Schedule placement to minimize surface moisture loss due to exposure to hot weather conditions as noted in Section 7010, Part A, 2.
 3. Avoid placing concrete if rain, snow, or frost is forecast within 72 hours. Protect fresh concrete from moisture and freezing (do not cover concrete with plastic or burlap sheeting).
 4. Keep slabs free of traffic and loads for a minimum of 10 days after completion. Maintain ambient temperature at 50 F (10 C) or above during this time period.
 5. Professional practices as described in ACI 305 R Hot Weather Concreting and 306R Cold Weather Concreting should be followed.

PART 2 - PRODUCTS

2.1 LIQUID INTEGRAL COLOR & STAMPS

- A. Liquid integral color shall be an iron oxide, water-based, dust-free moisture that mixes evenly into concrete, is UV-resistant and meets ASTM C979.
- B. Color delineation for colored concrete shall be coordinated with the owner. Colors shall be dark gray and tan as indicated on the site plan. Final color selections will be made from Contractor's submittals prior to construction of colored concrete. Custom colors may be required and decided at time of Contractor's submittal.
- C. Liquid integral color shall conform to the following
 1. ACI 303.1-97 – Standard Specification for Cast-In-Place Architectural Concrete.
 2. ASTM C979 – Standard Specification for Pigments for Integrally Colored Concrete.

3. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.
4. AASHTO M194 – Chemical Admixtures. CHECK

- D. The Manufacturer for the Liquid Integral Color shall be approved in writing by the Owner's Representative **prior to commencement of work of colored concrete.**
- E. Stamps shall be phrases and wording as determined by the Marshalltown Arts Alliance. Stamps of these said phrases shall also be provided by the Marshalltown Arts Alliance.

2.2 EVAPORATION RETARDER (LIQUID CURE)

- A. Evaporative Retarder shall be clear, non-yellowing, breathable UV-stable curing compound that complies with ASTM C309.
- B. Evaporation Retarder shall be designed for outdoor application in areas subject to freeze-thaw conditions.
- C. Evaporation Retarder shall conform to the following:
 1. ACI 303.1-97 – Standard Specification for Cast-In-Place Architectural Concrete.
 2. ASTM C979 – Standard Specification for Pigments for Integrally Colored Concrete.
 3. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.
 4. ASTM M194. Chemical Admixtures.

2.3 EFFLORESCENCE REMOVER

- A. Efflorescence Remover shall contain a blend of acids and surfactants designed for the safe removal of cement scale after newly installed colored concrete has cured.
- B. Efflorescence Remover shall be completely biodegradable and shall contain no toxins or carcinogens.
- C. Muriatic Acid is not acceptable in this application.
- D. The Manufacturer for the Efflorescence Remover shall be approved in writing by the Owner's Representative **prior to the commencement of work.**

2.4 CONCRETE SEALER

- A. Concrete Sealer shall be a premium high-solids, lacquer-based acrylic coating designed to protect with a slip-resistant seal.
- B. Concrete Sealer shall be designed for outdoor application in areas subject to freeze-thaw conditions.
- C. Concrete Sealer shall conform to the following:
 1. ACI 303.1-97 – Standard Specification for Cast-In-Place Architectural Concrete.
 2. ASTM C979 – Standard Specification for Pigments for Integrally Colored Concrete.
 3. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.
 4. ASTM M194. Chemical Admixtures.
- D. The Manufacturer for the Concrete Sealer shall be approved in writing by the Owner's Representative **prior to commencement of work.**

2.5 SUBSTITUTIONS

- A. The use of any products other than those specified will be considered providing that the Controller requests its use in writing within seven (7) days prior to bid date. This request shall be accompanied by:
 - 1. A certificate of compliance from the material manufacturer stating that the proposed products meet or exceed the requirements for this specification, including standards ACI 303.1-97, ASTM C979, ASTM C494 and ASSHTO M194.
 - 2. Documented proof that the proposed material has a ten (10) year proven record of performance.

2.6 CONCRETE MIX DESIGN FOR FLATWORK

- A. See SUDAS specifications Section 7010-PORTLAND CEMENT CONCRETE PAVEMENT
- B. Slump of the concrete shall be consistent throughout the project at four (4) inches or less. At no time shall the slump exceed five (5) inches.
- C. The coarse aggregate shall be minus 3/8". Aggregate larger than 3/8" will tend to obstruct the expeditious use of Stamping Mats.
- D. Calcium chloride shall not be added to the mix since it causes mottling and surface discoloration.
- E. Supplemental admixtures, such as waterproofing agents and super plasticizers shall not be used. The use of a retarded-set, water-reducing admixture is acceptable.
- F. Air-entraining admixtures shall be used. Refer to SUDAS specification Section 7010.
- G. Do not add water to the mix in the field.
- H. Mix design shall be submitted and approved by the Engineer prior to commencing with the work.

2.7 CONCRETE MIX DESIGN FOR COLORED CAST-IN-PLACE CONCRETE

- A. See Section 033000 – Cast-in-place Concrete
- B. Calcium Chloride shall not be added to the mix since it causes mottling and surface discoloration.
- C. Supplemental admixtures, such as waterproofing agent and super plasticizers shall not be used. The use of a retarded-set, water-reducing admixture is acceptable.
- D. Air-entraining admixtures shall be used. Refer to SUDAS Specifications Section 7010.
- E. Do not add water to the mix in the field.
- F. Mix design shall be submitted and approved by the Engineer prior to commencing with the work.

PART 3 - EXECUTION

3.1 SUBGRADE

- A. The subgrade shall be well drained and have adequate uniform load-bearing characteristics.
- B. Subgrade must be moist, completely consolidated, and free of frost at the concrete installation. If necessary, subgrade should be dampened with water prior to pouring, but there must be no free-

standing water on the subgrade nor should there be any muddy or soft spots when the concrete is placed.

- C. Refer to City of Marshalltown Standard Specifications for subgrade preparation.

3.2 Placing Colored Cast-in-place Concrete

- A. Prior to placing concrete, surrounding surfaces and walls shall be protected to prevent discoloration and to facilitate cleanup.
- B. Contractor shall control concrete mix design to ensure good batch-to-batch uniformity.
- C. Transit Mixers Shall be thoroughly cleaned of wash water and left over concrete from previous batch before receiving new batch ingredients.
- D. Place and finish concrete as specified in SUDAS Section 7010.
- E. Place joints as per shown on the plans.

3.3 COLORING

- A. Liquid integral color must be agitated or stirred to obtain proper viscosity prior to being mixed with liquid concrete mixture.
- B. Liquid Integral Color shall be incorporated into the concrete mixture at manufactures recommended timing and applied at the Manufacturer's recommended rate.
- C. **Absolutely no water need shall be sprinkled or otherwise** added to the surface during finishing.

3.4 STAMPING

- A. Contractor shall coordinate prior to installing test panel and placing of pavement with the Marshalltown Parks & Recreation as well as the Marshalltown Arts Alliance to obtain stamps to be used in the courtyard paving.
- B. Locations of stamping to be completed shall be determined by the Marshalltown Arts Alliance. A plan for locations and orientation of stamping shall be reviewed and approved of by the Marshalltown Parks & Recreation and the Marshalltown Arts Alliance prior to contractor stamping the concrete.
- C. Contractor shall include stamping to be used in the courtyard within the test panel for review by the Owner and Marshalltown Arts Alliance prior to placement of entire courtyard paving.
- D. Stamping shall be completed uniformly and shall not cause heaving around the stamp template which could cause ponding of water. Stamping operations shall be done in a fashion that does not cause impediment of water and drainage patterns.
- E. Stamping shall be completed to allow legibility of phrases as determined by the Marshalltown Arts Alliance.

3.5 CONCRETE SEALING

- A. After the 28 day curing period, inspect the concrete for efflorescence. If efflorescence is present, apply an approved efflorescence remover at Manufacturer's recommended rate. Apply as per manufacturer's recommendation.

- B. Thoroughly clean the areas to be sealed with a pressure washer or power scrubber. The use of soaps and detergents are prohibited. RINSE THOROUGHLY.
- C. Allow the surface to dry for 24 hours, the application area must be completely clean and dry to touch before sealant can be applied.
- D. Stir contents thoroughly before and during the entire application process to maintain full suspension and even distribution of the slip-resistant additive.
- E. DO NOT THIN sealant.
- F. Apply 2 light, even coats of sealant with a natural brush or a good-quality roller. Allow 24 hours between coats for proper curing. Follow manufacturer's recommendations.
- G. Protect finished surfaces from traffic, damaging mechanical disturbances, wind, and water flow during application and for 72 hours after final application.

3.6 CLEAN-UP AND MAINTENCE

- A. Contractor shall remove all debris resulting from construction operations including temporary protective elements established to protect existing surfaces, walls, etc.
- B. Contractor shall submit to the Owner's Representative a recommended maintenance schedule for the proper care needed to ensure long-life of colored and stamped concrete areas.

3.7 TOLERANCES

- A. Minor variations in appearance of colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

END OF SECTION

DIVISION 11 (PICKLEBALL CONCRETE COURT SECTION)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. PCC paving for pickleball courts

1.2 SUBMITTALS

- A. PCC Mix Design:** Prepare and submit the Job Mix Formula (JMF) to the City for approval prior to PCC production.

1.3 DELIVERY, STORAGE, HANDLING, AND SALVAGING

- A. Aggregate Storage:** Prevent contamination and intermingling per Iowa DOT Section 2301.
- B. Disposal:** Dispose of excess PCC according to applicable local, state, and federal regulations in a manner that does not cause damage or harm to adjacent properties or public facilities.

1.4 SCHEDULING AND CONFLICTS

- A. Follow the General Provisions (Requirements) and Covenants, as well as the following:**
1. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on plans.

1.5 RESTRICTIONS ON OPERATIONS

A. Safety Fence for Pavement:

1. At the end of each day's construction, the Contractor shall erect and maintain such barriers and fencing as are necessary to protect the pavement from damage.

B. Repair of Pavement:

1. The Contractor shall protect the new pavement and its appurtenances from traffic, both public and that caused by the Contractor's operation.
2. Any part of the pavement damaged by traffic or other causes occurring prior to final acceptance of the pavement shall be repaired or replaced at the Contractor's expense, except when the cause of the damage is due to circumstances beyond the Contractor's control.
3. The Contractor shall not operate equipment with metal tracks, metal bucket blades, or metal motor patrol blades directly on new paving. The Contractor shall not

unload soil or granular materials, including base rock for storage and future reloading directly onto new paving.

- C. Utilities Protection: The Contractor shall not start work until all utilities are located.
1. Repairs: When the Contractor disrupts or breaks known utilities of the Jurisdiction or privately owned utilities, such utilities shall be repaired at the Contractor's expense.
 2. Drains, Pipe, Tiles: Existing subsurface groundwater and stormwater drains, pipe, and tiles, which are disrupted or broken by reason of the construction, shall be connected to the storm sewer or another adequate outlet if storm sewer is not available. Should no outlet be readily available, the Engineer will determine a suitable solution.
 3. Water Stop Boxes and Services: The adjustment of stems and castings and/or repair of those broken or damaged by the Contractor shall be at the Contractor's expense.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: Conform to IA DOT Section 4115.
- B. Fine Aggregate: Conform to IA DOT Section 4110.

2.2 CEMENT MATERIALS

- A. Per Iowa DOT Section 2301.
- B. Fly Ash: Use of fly ash is not acceptable per the American Sports Builders Association (A.S.B.A) guidelines.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Curing Compound: Shall not be used on court paving.
- C. Moisture/Vapor Barrier: 15 mil (minimum) polyolefin sheets.
- D. Air Entrainment: 4-6% of total concrete volume.
- E. Reinforcement Steel: Conform to ASTM A 615, Grade 60 or 40, epoxy coated No. 5 bars.
- F. Water Reducer/Additives: Additives shall not be used in this concrete mixture.

2.4 CONCRETE MIX

- A. Concrete Thickness: Concrete shall be 5" in thickness.
- B. Compressive Strength: Minimum of 3,000 psi at 28th day after casting.
- C. Minimum cement content of 560 lbs per cubic yard of concrete.
- D. Maximum slump of 4" and air entrainment of 4-6%.
- E. Ready mix concrete shall be mixed and delivered per ASTM C 94.
- F. Joint Fillers: Non extruded, expansion joint filler (3/4" thick).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Refer to Section SUDAS Section 2010.
- B. Place subbase material and compact as noted. Proof-roll subbase below pavements with heavy pneumatic-tired equipment to identify any additional soft spots.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing concrete materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive the vapor barrier, steel, and paving.
- B. Install 15 mil polyolefin water vapor barrier over entire court paving area. Should there be a joint, a minimum of 6" shall be overlapped and taped. No vehicular or excessively heavy loads shall come into contact with the vapor barrier once installed to prevent puncturing of the barrier. Bars shall be lapped by 18" minimum in all directions and shall be securely tied.
- C. Install No. 5 bars at 12" on center in both directions with minimum 2" away from all edges of paving and joints. All steel shall be adequately supported by chairs with bottom plates to prevent penetrating water vapor barrier and sinking into subbase.

3.3 CONCRETE PAVEMENT PLACING

- A. Construct according to Iowa DOT Section 2301. All concrete shall be pumped and not driven onto the court grade.
- B. At least a full half court must be placed in one continuous pour operation. Entire court installed as one pour is the preferred method. Should the court be poured in two separate halves, there shall be an expansion joint along the net line centered on a 6" thick x 18"

wide concrete beam below the two slabs for support. The top of the beam shall be at the bottom of the court slab and shall be cast at least a day or two in advance of the court halves being poured. The beam top shall be painted with an asphaltic or bond preventing material prior to placing the two court half slabs.

3.4 CONCRETE PAVEMENT FINISHING

- A. General: Concrete shall be vibrated after placement to ensure proper consolidation around reinforcement steel.
- B. Concrete shall be screeded, bull-floated, and finished in accordance with Section 7.2 of the American Concrete Institute, Standard 302.
- C. Once concrete can withstand foot traffic with only ¼" indentation and water sheen has left the surface, the slab shall be uniformly finished by power floating and troweling.
- D. The finished surface of the court shall not vary by more than 1/8" in 10' when measured in any direction.
- E. Final finish of concrete shall be a medium broom finish.
- F. After finishing, concrete should be kept continuously moist for 7 days by covering with polyethylene film, waterproof curing paper, sprinkling, ponding, or other acceptable coverings. No curing compounds shall be used on the court surface.
- G. Protection: After curing, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic.
- I. The final surface shall sit a minimum of twenty-eight (28) days before the Novaplay 2 coat color system is applied.
- J. Prior to application of Novaplay 2 coat color system, concrete shall be etched with a Phosphoric Acid solution, allowed to set, flushed with water, and allowed to dry.

3.5 INSTALLATION TOLERANCES

- A. Pavement slope: Ensure positive drainage with a slope between 0.83% and 1.00% from side to side across the courts. The surface should not slope away in two directions from the net line.
- B. Pavement planarity: The finished court should not vary more than plus or minus 3/8' from the designed elevation within the primary playing area(s).
- C. Pavement Surface Smoothness: The surfaces shall not vary more than 1/8" in 10' when measured in any direction using a straightedge.
- D. Small Irregularities: The court should be given a water check to determine if there are any depressions. This is done by flooding the surface with water and allowing it to drain. Any depressions greater than a five-cent piece shall be patched and leveled with the

material recommended by the color finish manufacturer (Novabond patch mix, 50-mesh sand and Portland cement as per manufacturer's directions). All depression must be primed with a 50% dilution of Novabond and water prior to placing.

3.6 PAVEMENT JOINTS

- A. Pavement Joints: The contractor shall only install control joints as indicated.
 - 1. Saw cuts shall be made under the net with a Carborundum blade. Cuts may not be made with a diamond blade and water.
 - 2. Saw cuts shall be $\frac{2}{3}$ – $\frac{3}{4}$ of the concrete's thickness in depth.
 - 3. Cutting shall be removed from the saw cuts with compressed air.
 - 4. Saw cuts shall be carefully filled with a non-extruded joint filler material. The contractor shall ensure joint filler material is slightly below top of slab and shall not track joint filler across the pavement.
 - 5. A control joint shall be installed and sealed around the perimeter of the court paving as well.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Do not perform core tests within courts

3.8 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION

DIVISION 11 (ACRYLIC COURT SURFACING)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions per EJCDC documents.
- B. Plans, details, and annotations of beforementioned.

1.2 SUMMARY

- A. Section Includes: Acrylic court surfacing for pickleball courts.
 - 1. Unitary synthetic poured rubber seamless surface.
- B. Related Requirements:
 - 1. Division 2 of plans "Earthwork" for grading and for subgrade course and subbase courses.
 - 2. Division 4 & 6 "Storm Sewer" for court drainage and subdrainage system.

1.3 PERFORMANCE REQUIREMENTS

- A. ASBA: American Sports Builders Association
- B. USTA: United States Tennis Association
- C. ITF: International Tennis Federation

1.4 SUBMITTALS

- A. Product Data: Manufacturer product data including testing data, construction details, material descriptions, and color samples.
- B. Samples for Initial Selection: For each type of court surface system indicated.
 - 1. Include 12" x 12" samples of surface system and accessories involving color selection and finish texture.
- C. Current ITF classification certificate (Category 3) for the system to be installed.
- D. Installation process and requirements for the substrate and any conditions that may limit the sports surface installation or affect quality of installation.

E. Written approval and acceptance of the concrete substrate by the SSC before the installation of the surfacing material

F. Provide a copy of the manufacturer's warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For surface system to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
1. Installer shall be regularly engaged in construction and surfacing of cushioned acrylic tennis courts, play courts, or similar surfaces.
2. Installer shall be an Authorized Applicator of the specified surface system.
3. Installer shall be a builder member of the ASBA.

B. Manufacturer Qualifications:
1. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace (Category 3) surface.
2. System manufacturer shall be a member of the ASBA.

C. Source Limitations: Obtain surface system materials, including primers and binders, from single source from single manufacturer.

1. Provide secondary materials including adhesives, primers, and repair materials of type and from source recommended by manufacturer of playground surface system materials.

D. Surfacing shall conform to the guidelines of the ASBA for planarity.

E. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period. Under no circumstance may the final color surface contain silica sand added at the job site.

F. All material shall be guaranteed to the extent that the surfacing:
1. Has been manufactured and applied in accordance with these and the manufacturer's specifications.
2. Will hold fast and/or adhere to the pavement, edging, filler, and patches or overlay materials.
3. Will perform as specified in these specifications and the specifications of the product manufacturer in the current standard product information literature and specification sheets.
4. Shall not bubble, blister, fade, foam or wear excessively during the warranty period, as determined by the Owner.

G. The air temperature must be at least 60° F and rising. Do not apply when surface temperature is above 130° F. This is a water-based acrylic system and it must be kept from freezing during storage or in transit. Any materials which may have been exposed to freezing temperatures shall be rejected.

H. All machinery and materials used must be only those approved by the approved manufacturer of the selected synthetic surfacing material.

I. The Surfacing Installer shall, in the presence of the Owner, inspect the court surfacing before

the end of the warranty period, or at any time requested by the Owner. Any defects in workmanship or materials excluding striping (at no fault of the Owner) shall be repaired at the expense of the Surfacing Installer.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system installation to be performed according to manufacturers' written instructions and warranty requirements.

1.8 WARRANTY

- A. Manufacturer and sports surface contractor shall warranty against defects in the materials and workmanship for a period of one year from the date of substantial completion.

PART 2 - PRODUCTS

2.1 PICKLEBALL COURT SURFACE MATERIAL

- A. Pickleball Court Surfacing Materials shall be:
 - 1. Novacrylic, as manufactured by Nova Sports U.S.A., 6 Industrial Rd., Bldg. #2., Milford, MA 01757. 800-USA-NOVA
 - 2. Approved equal product
- B. All coatings shall be pure acrylic, containing no asphaltic or tar emulsions, nor any vinyl, alkyd or non-acrylic resins. The color system shall be factory-mixed compounds requiring only the addition of water at the jobsite except for the addition of sand to Novasurface. All materials shall be delivered to the jobsite in sealed containers with the manufacturer's label affixed.
 - 1. Court color to be stadium blue.
 - 2. Field color to be grass green.
 - 3. Line color to be white.
 - 4. Submit color samples for approval by Landscape Architect.
- C. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.
- D. Substitutions: Submit requests at least 14 days prior to the bid date with a complete typewritten list of proposed substitutions with sufficient data, samples and literature to demonstrate to the Owner's satisfaction that the proposed substitution is of equal quality and utility to the specified product. The system shall have an ITF pace rating in Category 3.
- E.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, subgrade and substrate conditions, drainage, and other conditions affecting performance of the Work.

PICKLEBALL POCKET PARK
CGA PN: 5808
MARSHALLTOWN PN: PRK-20002

- B. The surface must be smooth, free of dirt, loose or flaking paint, oily materials or chemical residues, dust or foreign matter which could inhibit proper product adhesion.
- C. Prior to the application of surfacing materials, the entire surface should be flooded and checked for depressions or irregularities. Depression deeper than 1/16" (covers a five-cent piece) identified by this flood test shall be marked with chalk for subsequent repair.
- D. Depressions or irregularities shall be corrected using a patch mix consisting of Novabond, 50-mesh sand and Portland cement, as per manufacturers directions. Depressions must be primed with a 50% dilution of Novabond and water prior to patching.
- E. New concrete pavement shall cure for 28 days prior to application of any surfacing materials. Contractors must notify the Landscape Architect of all applications, 48 hours prior to installation.
- F. Application shall proceed only if the surface is dry and clean and the temperature is at least sixty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred thirty degrees (140°F). Do not apply coatings when rain is imminent.
- G. All NOVACRYLIC coatings are waterborne and cannot cure in cold temperatures or when subject to moisture. Care should be taken not to apply coatings when rain is forecast or sudden drop of temperature is expected. Climatic conditions such as very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset. The opposite applies during times of high heat, low humidity and drying breezes: under these conditions, work very early in the morning or very late in the day. If the product seems to be drying too fast in hot weather, mist the pavement with water to make the application easier. Care must be taken to allow each application to dry thoroughly prior to recoating.

3.2 INSTALLATION, GENERAL

- A. General: Comply with court surface system manufacturer's written installation instructions. Install surface system over area and in thickness indicated.
- B. Installation shall not commence until completion of adjacent construction operations which generate dust or airborne particulates.
- C. Installation of court finish materials shall be by experienced technicians. Local laborers may be hired for non-technical work only.

3.3 INSTALLATION OF SEAMLESS COURT SURFACE SYSTEMS

- A. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Surface of concrete shall be etched prior to application of surface coating with a Phosphoric Acid solution, allowed to set, flushed completely with water, and then allowed to dry.
- B. Using a neoprene rubber squeegee, apply one (1) coat of CP761 Concrete Primer, diluted two (2) parts CP761 to one (1) part clean water. May be done with squeegee, broom, roller – allow to dry thoroughly. Apply one (1) coat of Novasurface acrylic resurfacer, diluted with one (1) part clean water, to two (2) parts Novasurface. Clean, bagged sand (approved by the manufacturer) shall be incorporated into the diluted Novasurface at the rate of five (5) to ten (10) Lbs. per gallon. Sand gradation shall be 50 to 60-mesh. Allow application to dry thoroughly.

PICKLEBALL POCKET PARK
CGA PN: 5808
MARSHALLTOWN PN: PRK-20002

- C. Using a neoprene rubber squeegee, apply two (2) coats of Novaplay (colors as approved by Landscape Architect). Allow each application to dry thoroughly. A small (not to exceed 8 fl. oz per gal.) quantity of water may be used in diluting these coatings, only if coatings are drying too rapidly. Permission of the owner shall be obtained before adding additional water.
- D. Maintain a wet squeegee edge and apply material in a direction perpendicular to the previous coats. The final finish coat shall be applied PARALLEL with the net and baseline of each court.
- E. The final surface shall have a uniform appearance and shall be free from ridges and tool marks.

3.4 LINE MARKINGS

- A. Upon completion and acceptance of the court surface, Surfacing Installer shall prepare and paint lines for pickleball court.
- B. All lines are to be applied by painting between masking tape with a paintbrush or roller, according to ASBA and USTA specifications.
- C. Prime masked lines with Seal-A-Line. Allow application to dry.
- D. Paint lines with Novatex textured line paint. Allow application to dry.
- E. Remove masking tape immediately after lines are dry.
- F. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

3.5 COMPLETION

- A. Upon completion, the contractor shall insure proper removal of all construction debris, surplus materials, empty containers and wash water, and shall leave the site in a condition acceptable to the owner. The court is to be left secure so as to prevent vandalism.

3.6 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Cure Time. No traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.
- C. Other Trades. It is the responsibility of the general contractor to protect the surface from damage by other trades before acceptance by the owner or the owner's authorized agent.
- D. Do not allow surrounding sprinkler systems to spray water on the newly applied court surface for a period of one week after completion.
- E. Do not place any benches, chairs, ball baskets, or any other type of court equipment on the newly applied court surface for a period of one week after completion.
- F. Do not allow black soled shoes, bicycles, rollerblades, etc. on the court surface.

END OF SECTION

DIVISION 11 (PICKLEBALL NET, POSTS, & ANCHOR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pickleball Net Posts
 - 2. Pickleball Nets
 - 3. Center Pipe Anchor
- B. Related Requirements:
 - 1. Supplemental Technical Specifications "Chain Link Fence" for fencing around playing surface.
 - 2. Plans, details, and annotations of the beforementioned.

1.3 DEFINITIONS

- A. NFHS: National Federation of State High School Associations.
- B. USTA: United States Tennis Association

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. If applicable, include assembly, disassembly, and storage instructions for removable equipment.
- B. Shop Drawings: For athletic equipment.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
 - 2. Include details of field assembly for removable equipment, connections, installation, mountings, court inserts, attachments to other work, and operational clearances.
 - 3. Include transport and storage accessories for removable equipment.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify position and elevation of inserts and layout for equipment.

1.7 COORDINATION

- A. Coordinate installation of inserts with court layout and game lines and markers.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of equipment that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of tennis standards.
 - 2. Warranty Period: Four years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PICKLEBALL NET POSTS/GROUND SLEEVES

- A. Net Posts: Premier SQ 3" square post 11-gauge steel (Model # 63054) as manufactured by Douglas Tennis Systems.
 - 1. Welded lace rods
 - 2. Cast aluminum alloy caps and gear housing
 - 3. Baked on polyester powder coating in black
 - 4. Removable handle
- B. Ground Sleeve: 24" aluminum (GS-24RD - Model # 63171) or sleeve recommended by manufacturer for proper installation.
- C. Provide 1 set of net posts and ground sleeves each court.
- D. Provide all other necessary accessories for proper installation of net/post system.
- E. Specified products are the basis of design. Other products by prior approval, minimum 7 days prior to bids being due.

2.2 PICKLEBALL NETS

- A. Nets: Douglas PN-30 Pickleball Net #20103 as manufactured by: Douglas Industries, Inc.
 - 1. 3.0mm Solid Core Knotted Braided Polyethylene with 285 lb. Break Strength
 - 2. Single Ply Vinyl Coated Polyester Headband 32 oz./sq. yd.
 - 3. Black Vinyl Side Pockets with Fiberglass Dowels
 - 4. Net Dimensions: 31" high X 21'9" long

- B. Provide necessary accessories for proper installation with net/post system.
- C. Specified products are the basis of design. Other products by prior approval, minimum 7 days prior to bids being due.

2.3 CENTER PIPE ANCHOR

- A. Center Pipe Anchor: Model #63428 center pipe anchor. 9" long x 1.9" O.D. galvanized steel as manufactured by Douglas Tennis Systems or product as recommended by the manufacturer for use with specified net system.
 - 1. Provide 1 center pipe anchor for each court.
 - 2. Provide all required hardware/accessories for proper installation.
 - 3. Specified product is the basis of design. Other products by prior approval, minimum 7 days prior to bids being due.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for play court layout, alignment of mounting substrates, installation tolerances, operational clearances, and other conditions affecting performance of the Work.
 - 1. Verify critical dimensions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions and competition rules indicated for each type of equipment. The stricter of the two standards established by the Associations listed under the Definitions shall be followed.
- B. Complete equipment field assembly where required.
- C. Unless otherwise indicated, install equipment after other finishing operations, including painting, are completed.

3.3 CLEANING

- A. After completing equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop-applied finishes according to manufacturer's written instructions.
- B. Replace equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION

DIVISION 11 (CHAIN LINK FENCE)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes chain-link fences.
- B. Temporary Fence

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Product Certificates: For each type of chain-link fence and gate, from manufacturer.
- D. Product Test Reports: For framing strength according to ASTM F 1043.
- E. Operation and maintenance data.
- F. Sample of special warranty.

1.3 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: Four (4) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. Polyolefin Coating: 6 mil (0.15 mm) to 10 mil (0.25 mm) thickness, thermally fused to zinc-coated or zinc-5% aluminum mischmetal alloy-coated steel core wire (per ASTM F668 Class 2b). Minimum core wire tensile strength 75,000 psi (517 MPa).
- B. Selvage: Knuckled on both selvages (K&K, top and bottom).
- C. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufacturer's Institute (CLFMI) "Product Manual" and with requirements indicated below:

1. Mesh and Wire Size: Helically wound and woven to heights indicated on the plans, with 1-3/4 inch diamond mesh, 9 gauge, with a core wire diameter of 0.148" (3.76 mm) and a breaking load of 1260 lbf (5740 N).
 - a. Wire Coated Prior to Weaving: Use Type II, Class 5 zinc coating per ASTM A 817.
 - b. Fabric Coated after weaving: use Class 2 coating per ASTM A 392
2. Coating: ASTM A 817, Type 2, Class 2, zinc coated (galvanized).
3. Polyolefin Coating Color: Standard color of black complying with ASTM F 934.

2.2 FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1083.
 1. Galvanize pipe inside and out.
 2. Unless otherwise specified in the contract documents, provide the following nominal sizes for the respective uses:

Post Use	Fence Height		
	48" and under (nominal diameter)	48" to 96" (nominal diameter)	Greater than 96" (nominal diameter)
Line Post	2"	2 ½"	3"
Terminal Post*	2 ½"	3"	4"
Top/Intermediate Rail Braces	1 ¼"	1 ¼"	1 ¼"
Gate Post	Refer to contract documents and ASTM F 900		
*Includes corner, angle, end, and pull posts.			

- B. Pipe meeting the requirement of ASTM F 1043, Group 1A (Type A coating) or Group 1C (Type B coating). Use nominal sizes specified in ASTM F 1043.
- C. When PVC-coated fence is specified in the contract documents, coat all posts, rails, and braces with a PVC-coated finish according to ASTM F 1043.
 1. Zinc-coated post per ASTM F 1083 prior to application of PVC coating.
 2. Color as specified in the contract documents, complying with ASTM F 934.
- D. Ensure all posts, rails, and braces provided for a given section of fence have similar coatings and shapes.
- E. Provide caps for all posts. Comply with ASTM F 626

2.3 FITTINGS

- A. Comply with ASTM F 626.
- B. Provide attachments to connect braces to posts by fittings that will hold both post and brace rigidly.

- C. Provide 3/8 inch diameter round steel diagonal tension rods with an appropriate commercial means for tightening. Provide a locknut or other device to hold the tightening device in place.
- D. Provide a suitable sleeve or coupling device, recommended by the manufacturer, to connect sections of top rail and provide for expansion and contraction.
- E. Use stretcher (tension) bars of the size specified in ASTM F 626 with suitable bands for attaching fabric to corner, end, or gate posts.

2.4 TIE WIRE AND TENSION WIRE

- A. Tie Wire: Provide tie wires for chain link fence that are the size and type the manufacturer recommends, but no smaller than No. 9 diameter for post ties or No. 12 diameter for rail and brace ties. Comply with ASTM A 626.
- B. Tension Wire: Comply with ASTM A 824, with Type I or Type II (Class 3) coating per ASTM

2.5 CONCRETE

- A. Provide concrete materials complying with Marshalltown Standard Specifications and SUDAS Specifications Section 7010.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
 - 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Stake locations of fence lines and terminal posts. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.
- D. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.
- E. Posts:
 - 1. Post Location:
 - a. Place posts in the line of the fence with equal spacing not to exceed 10 feet on center.
 - b. Set terminal (ends and corner) posts at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.
 - 2. Post Setting:
 - a. Dig or drill post holes to the dimensions specified in the contract documents.
 - b. Set posts in concrete. Ensure all posts are set plumb in a vertical position.

- c. Form top of concrete footing so it extends 1 inch above grade and is sloped to direct water away from the post. To prevent frost heave, ensure footing is a uniform size to full depth without flare at the top of grade.
 - d. Install posts no less than 24 hours prior to installation of fabric.
 - e. Set terminal, corner, angle, and pull posts with the required brace-post assembly as specified in the contract documents.
 - f. Contractor shall ensure all utilities are located prior to digging holes and setting posts. Any damage to utilities during this operation shall be replaced at the contractor's expense.
- F. Top/Bottom Rails:
- 3. Top Rail: Pass the top rail through the base of the line post caps to form a continuous brace from end to end of each stretch of fence. Join rail sections with sleeve or coupling device to allow for expansion and contraction. Securely fasten the top rail to the terminal posts with pressed steel connectors.
 - 4. Intermediate Rail: Securely fasten the intermediate rail between all line posts and terminal posts with pressed steel fasteners. Intermediate rail is required only on fences 8 feet tall and taller.
 - 5. Bottom Rail: Securely fasten bottom rail between all line and terminal posts with pressed steel connectors. Join rail sections with sleeve or coupling device to allow for expansion and contraction.
- G. Braces:
- 6. Securely fasten braces to the post by means of malleable iron or pressed steel connections; then truss from the line post back to the end, gate, or corner post.
 - 7. Tighten the diagonal tension rod (truss rod) to produce proper tension.
- H. Fabric:
- 8. Install fabric on the outside of the posts from the area being fenced or on the roadway side of the posts.
 - 9. Secure one end of the fabric by a stretcher bar inserted in the final link of the fabric. Pull fabric taut with bottom selvedge, 2 inches above grade, before making attachment elsewhere.
 - 10. Tighten and secure each end of each run of chain link fabric by a stretcher bar inserted in the final link of the fabric. Secure stretcher bar to the end post by tension bands equally spaced no more than 15 inches apart.
 - 11. Attach fence fabric securely to the braces, top rail, tension wire, and all intermediate posts with wire ties or bands at intervals of no more than 12 inches.
- I. Bottom Tension Wire:
- 12. Install bottom tension wire on fence 5 feet high and taller.
 - 13. Stretch bottom tension wire taut from terminal post to terminal post and securely fasten to each intermediate post within the bottom 6 inches of fabric.

END OF SECTION

**RESOLUTION DIRECTING THE DISTRIBUTION OF SALE PROCEEDS FROM THE
SALE OF LOTS IN THE SOUTHRIDGE ESTATES SUBDIVISION**

WHEREAS, the City of Marshalltown utilized Council-designated Local Option Sales Tax for the purchase of property along East Southridge Road in 2018; and

WHEREAS, the City completed a project to install South 7th Avenue on said property while also subdividing the property into multiple lots for single family development; and

WHEREAS, the City of Marshalltown is set to close on the property on March 8, 2021, with the sale being completed to Southridge Housing LLC, and

WHEREAS, the City Council has expressed a desire to see the sale proceeds of \$127,900 returned to the Local Option Sales Tax Fund, with the Council-designated designation;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Finance Director is hereby authorized to deposit the sale proceeds from the sale of lots in the Southridge Estates Subdivision into the Local Option Sales Tax Fund with the Council authorized designation.

Passed this 8th day of March, 2021 and signed this ____ day of March, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING QUOTE AND AWARD TO NIKKEL &
ASSOCIATES INC. FOR THE UPGRADING OF VOLTAGE FOR WATER
POLLUTION CONTROL PLANT IN THE CITY OF MARSHALLTOWN,
IOWA, IN THE AMOUNT OF \$47,330.00**

WHEREAS, Nikkel & Associates Inc. submitted a quote which is now before this Council for final approval.

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

Section 1. That the quote of Nikkel & Associates, Inc., for the upgrading of voltage for the Water Pollution Control Plant, in the City of Marshalltown, Iowa in the amount of Forty-Seven Thousand Three Hundred & Thirty and no/100 Dollars (\$47,330.00) is hereby accepted and approved and shall be used to pay for said service.

Section 2. The Mayor and City Clerk are authorized and directed to accept the quote for and on behalf of the City of Marshalltown, Iowa.

Passed this 8th day of March 2021, and signed this _____ day of March 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Water Pollution Plant
1001 Woodward Street
Marshalltown, IA, 50158

February 19, 2021

Attn: Bob Ranson

Re: Primary Distribution System Rebuild

NAI electrical contractors is pleased to provide you with proposal for the scope of work listed below at the Water Pollution facility in Marshalltown, Iowa. This proposal is based on the information obtained through meetings with Chris Jess from Alliant energy.

Included in this Proposal:

1. Electrical permit for our scope of work.
2. Supply engineered one-line drawing with an updated arc flash study and labels for our scope of work.
3. Supply and installation of (1)-new CT cabinet per Alliant specs located on the existing utility transformer pad.
4. Supply and installation of (1)-new utility transformer pad with vault per Alliant specs located approximately 10' to the north-east of the existing transformer pad.
5. Supply and installation of (8)-empty 5" PVC conduits between the new transformer pad and the new CT cabinet.
6. Secondary wire terminations inside the new CT cabinet.

Excluded from this proposal:

1. Permanent or temporary utility connection, consumption or utility fees of any kind.
2. Supply or installation of the utility transformer.
3. Supply of installation of the wire between the new utility transformer and CT cabinet.
4. Replacement of the existing wires between the new CT cabinet and the existing main switchgear.
5. Power factor correction of any kind.
6. Demo of the existing utility transformer, meter, pole or overhead.
7. Relocation of any existing unforeseen underground utilities.
8. Temporary generators of any kind.
9. Supply of any frost removal or ground thawing equipment.
10. Surveying or private locates of any kind.
11. Bonds or allowances of any kind.
12. Sod or seeding of any kind.
13. Liquidated, consequential or delay damages of any kind.
14. Repairs or upgrade to any code violations found in the existing facility during this project.
15. Holiday, overtime or night shift labor rates.
16. Items not listed in the above scope.
17. Any and all Covid-19 related liability associated with delays, material shortages or delivery delays, work stoppage, quarantined manpower, site access, government regulations or owner interventions.

NAI Electrical Contractors

www.NAI-Ames.com ■ (800) 765 - 1790 ■ NAI@NAI-Ames.com

Qualifications and Clarifications:

1. The proposed location of the new transformer pad must be approved by the owner for this proposal to be valid.
2. Utility power will need to be de-energized up to the main switchgear for the duration of the outage.
3. NAI may provide design assistance to the design engineer IMEG Corp. even though NAI is not a licensed professional. City of Marshalltown acknowledges that, notwithstanding any design assistance provided by NAI, IMEG Corp. will be the engineer of record for the electrical design.
4. Lead time for the CT Cabinet is approximately 6 weeks after approval.
5. All underground conduit will be schedule 40 PVC non concrete encased.
6. Labor proposed as Normal working hours 7:00am-3:30pm Monday-Friday.
7. Payment terms Net 30 days.
8. Pricing subject to change if not accepted within 20 days from date listed on this proposal.

Electrical Installation Price: \$38,620.00

Concrete Transformer Pad / Excavation Price: \$8,710.00

Total Lump Sum Price: \$47,330.00

Please contact me if I can be of any further assistance to you.

Sincerely:



Matt Banks
Project Manager
PH: (515)-291-4453
Email: matthew.banks@nai-ames.com

NAI Electrical Contractors

www.NAI-Ames.com ■ (800) 765 - 1790 ■ NAI@NAI-Ames.com

The City of Marshalltown, IA
Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@marshalltown-ia.gov



MEMORANDUM

Date: March 3, 2021
To: Mayor, City Council, City Administrator, Public Works Director, and City Clerk
From: Bob Ranson, Superintendent WPCP
Re: Water Pollution Control Plant Voltage Conversion Upgrade

Policy Issue: City policy requires Governing Body approval for services greater than \$45,000.00.

Recommendation: Staff recommends approving.

Background: Alliant Energy is upgrading the incoming voltage to the WPCP to 25 kv. As a result of this upgrade, WPC needs to upgrade some components to their electrical distribution system. Nikkel & Associates Inc. will provide and install the necessary equipment (control transformer cabinet and utility transformer pad w/ vault) for \$47,330.00. Upon completion of this project, Alliant Energy will reimburse WPC \$34,523.90 resulting in the actual cost of the upgrade to be \$12,806.10.

The WPCP will no longer have the responsibility of owning the incoming power transformer. Alliant Energy will maintain ownership of the transformer and the liability of maintaining that piece of equipment.

Budget Impact: The Capital Improvements Program has sufficient funds budgeted for this project.

CITY COUNCIL: Mike Gowdy, Al Hoop, Gabriel Isom,
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Reese Wirin



the City of Marshalltown

RIVERVIEW PARK

IOWA RIVER

LAGOON

Community Building

Recreation Hall

Log Cabin

Fenced in -
Alcohol Service
Area

N4 AV

N5 AV

N3 AV

N3 AV

SANFORD AV

SANFORD AV

WOODLAND ST

- Legend**
- | | | | | | |
|--|------------------|--|---------------------|--|------------------|
| | Basketball Court | | Dump Station | | Rental Shelter |
| | Campground | | Open Picnic Shelter | | Restrooms |
| | Disc Golf Course | | Recreational Path | | Tennis Court |
| | Dog Park | | Playground | | Volleyball Court |
- Paths
- Park Roads
- Parking Lots



APPROVE PURCHASER FOR SEWER
REVENUE REFUNDING BONDS,
SERIES 2021 AND AUTHORIZE
REDEMPTION OF OUTSTANDING
BONDS

422742-43

Marshalltown, Iowa

March 8, 2021

The City Council of the City of Marshalltown, Iowa, met on March 8, 2021, at 5:30 p.m., at the City Hall.

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

Present: _____

Absent: _____.

It was reported that the City's financial advisor had received proposals for the purchase of the City's Sewer Revenue Refunding Bonds, Series 2021, and that the advisor had recommended that the City Council accept a proposal.

Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2021-053

RESOLUTION SELECTING PURCHASER FOR SEWER REVENUE REFUNDING BONDS, SERIES 2021 AND AUTHORIZING REDEMPTION OF OUTSTANDING SEWER REVENUE BOND, SERIES 2015

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, the City previously issued its Sewer Revenue Bond, Series 2015, in the principal amount of \$6,000,000 (the “Series 2015 Bond”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2015 Bond, the City reserved the right to prepay in whole, but not in part, on any date on or after June 1, 2020, the outstanding principal of the Series 2015 Bond; and

WHEREAS, the City has proposed to enter into a Sewer Revenue Refunding Loan Agreement (the “Loan Agreement”) and issue Sewer Revenue Refunding Bonds, Series 2021 in a principal amount not to exceed \$4,340,000 (the “Series 2021 Bonds”), pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of refunding the Series 2015 Bond, and has published notice and held a hearing on such proposal; and

WHEREAS, the City’s financial advisor has recommended that the City enter into the Loan Agreement with _____ (the “Purchaser”) and issue the Series 2021 Bonds; and

WHEREAS, it is also necessary to authorize the early redemption of the outstanding balance of the Series 2015 Bond;

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

Section 1. The Purchaser named above is hereby approved.

Section 2. UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent for the Series 2015 Bond, is hereby authorized to take all action necessary to call the Series 2015 Bond for redemption as of April 12, 2021 (the “Redemption Date”), and is further authorized and directed to give notice of such redemption by sending notice to each of the registered owners of the Series 2015 Bond to be redeemed at the addresses shown on the City’s registration books.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 8, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to the adoption of a resolution approving a bond purchase agreement related to the sale of the City's Sewer Revenue Refunding Bonds, Series 2021, and providing for the early redemption of an outstanding Sewer Revenue Bond.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into such bond purchase agreement and sell such bonds.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

March 3, 2021

Alicia Hunter
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158-4912

Re: Approve Purchaser for Sewer Revenue Refunding Bonds, Series 2021

Our File No. 422742-43

Dear Alicia:

I have prepared a resolution that may be adopted by the Marshalltown City Council on March 8 in order to approve a Purchaser for the City's Sewer Revenue Refunding Bonds, Series 2021 and to authorize the early redemption of the City's outstanding sewer revenue bond, Series 2015. Please insert the name of the Purchaser in Section 1 of the Resolution, when that information is provided to you.

The materials include the following items:

1. Resolution approving the Purchaser of the Series 2021 Bonds and authorizing the City's Bond Registrar to call for early redemption the outstanding balance of the City's Sewer Revenue Bond, Series 2015.
2. Certificate attesting the transcript.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings to my office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Diana Steiner
Jessica Kinser
Maggie Burger
Travis Squires
Diana Van Vleet, UMB Bank, n.a.

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

March 3, 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Sale and award of sewer revenue bonds, Series 2021, for the refunding of the Series 2015 bonds and authorize the early redemption of the principal balance of those bonds.

Policy Issue: Under Iowa Code Section 384.24A, the City may authorize a loan agreement payable from the net revenues of a City utility or enterprise. These revenue bonds are repaid out of the net revenues of the City's Sewer enterprise fund. Also, Council must approve the early redemption of bonds.

Recommendation: The City's financial advisor, Speer Financial, will be presenting the bank proposals received for the refunding at the Council meeting March 8th. Staff recommends approving the sale of the bond as interest rates are low and money can be saved. Staff also recommends the Council authorize the City's Bond Registrar to call for early redemption of the outstanding principal balance of the Series 2015 bonds.

Background: The City issued \$6 million of sewer revenue bonds in 2015 and the City reserved the right to prepay the outstanding principal on any date after June 1, 2020 in whole, but not in part. The current outstanding principal amount is \$4,237,000 but with estimated closing costs the principal for the new bond would be up to \$4,340,000. The interest rates on the Series 2015 bonds are currently 2.69%. With lower interest rates in the market and by accelerating the maturity by 2 years, the net savings are estimated to be over \$200,000 (net present value over \$150,000). On February 8th, Council approved Piper Sandler to act as the placement agent and they have been negotiating with banks and investors to get the best interest rate. The public hearing was held on February 22nd and then Council expressed their intent to enter into a Sewer Revenue

Refunding loan agreement. Speer Financial will present the rates to Council at the March 8th Council meeting. Once approved, there will be a resolution on the March 22nd meeting to approve the loan agreement and authorize the issuance of the bonds. Bond closing (the day the city will receive the bond proceeds) will be on April 1st. The Series 2015 bonds will be redeemed by April 12th.

Budget Impact: The refunding of the existing bonds will save over \$200,000 in interest after issuance costs. Repayment of the refunding will be paid from the sewer revenue fund.

Attachment: Resolution

SelectPurchaserandRedemption2021SewerRevRfdgMarhalltown422742-43-v1.docx

cc: Jessica Kinser, City Administrator

SET DATE FOR HEARING ON URBAN
RENEWAL AREA No. 6 DESIGNATION
AND URBAN RENEWAL PLAN

422742-42

Marshalltown, Iowa

March 8, 2021

The Council of the City of Marshalltown, Iowa, met on March 8, 2021, at 5:30 p.m., at the Council Chambers, for the purpose of setting a date for a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Administrator reported that an urban renewal plan had been prepared for the purpose of promoting residential development and that it was now necessary to set a date for a public hearing on the designation of the Marshalltown Urban Renewal Area No. 6 and on that plan and the projects outlined therein. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Marshalltown Urban Renewal Area No. 6 and on Urban Renewal Plan," and the motion was seconded by Council Member _____.

Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. 2021-055

**SETTING DATE FOR A PUBLIC HEARING ON DESIGNATION OF THE
MARSHALLTOWN URBAN RENEWAL AREA NO. 6 AND ON URBAN
RENEWAL PLAN**

WHEREAS, a proposal has been made which shows the desirability of designating certain property in the City of Marshalltown as the Marshalltown Urban Renewal Area No. 6, pursuant to the provisions of Chapter 403, Code of Iowa, for the purpose of promoting new residential development; and

WHEREAS, a proposal has been submitted to the Council under which the property located within an area described on Exhibit A to this resolution would be designated an urban renewal area; and

WHEREAS, this Council is desirous of obtaining as much information as possible from the residents of the City before making this designation; and

WHEREAS, a proposed urban renewal plan for projects related to the promotion of new residential development to be undertaken within that proposed designated area has been prepared and it is now necessary that a date be set for a public hearing on the designation of the area and on that plan;

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

Section 1. This Council will meet at the Council Chambers, Marshalltown, Iowa, on April 12, 2021, at 5:30 p.m., at which time and place it will hold a public hearing on the designation of the proposed Marshalltown Urban Renewal Area No. 6 described in the preamble hereof and on the proposed urban renewal plan for that Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for the hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall comply with the consultation process which is required under that section of the urban renewal law, and the proposed urban renewal plan is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved March 8, 2021.

Mayor

Attest:

City Clerk

NOTICE OF A PUBLIC HEARING ON DESIGNATION OF THE MARSHALLTON URBAN
RENEWAL AREA NO. 6, AND ON PROPOSED URBAN RENEWAL PLAN

Notice Is Hereby Given: That at 5:30 p.m., at the Council Chambers, Marshalltown, Iowa, on April 12, 2021, the City Council of the City of Marshalltown will hold a public hearing on the question of designating as the Marshalltown Urban Renewal Area No. 6, pursuant to Chapter 403, Code of Iowa, the property located within an area generally described as follows:

Approximately 60 acres of property known generally as the Glenwood Park Development, located between South 6th Street and South 12th Street, as more specifically shown in the urban renewal plan referred to below.

The subject matter of the public hearing will also include a proposed urban renewal plan for the Marshalltown Urban Renewal Area No. 6, pursuant to Chapter 403, Code of Iowa, a copy of which plan is on file for public inspection in the office of the City Clerk.

The general scope of the proposed urban renewal plan, as more specifically described therein, includes the following:

Increasing the tax base and promoting economic growth in Marshalltown by using incremental property tax revenues to encourage new residential development. The City intends to construct various street improvements in order to make development possible on the property or work with private developers for the construction of public infrastructure for new residential development.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Alicia Hunter
City Clerk

Exhibit A

**LEGAL DESCRIPTION OF LAND MAKING UP THE MARSHALLTOWN
URBAN RENEWAL AREA NO. 6**

A PORTION OF LAND IN THE EAST HALF OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF 3 OF THE SUBDIVISION OF THE NORTHEAST QUARTER IN SAID SECTION 10; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 OF 3 TO THE SOUTHWEST CORNER OF PARCEL 'A' AS SHOWN IN INST. #96-04739; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 'A' TO THE INTERSECTION OF THE CENTERLINE OF WEST SOUTHRIDGE ROAD AND THE WEST LINE OF KNOLLWAY 2ND ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTH ALONG THE WESTERLY LINE OF LOT 1 THROUGH LOT 5 OF SAID KNOLLWAY 2ND ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF LOT 5 OF SAID KNOLLWAY 2ND ADDITION TO THE SOUTHWESTERLY LINE OF LOT 6 OF BLOCK 2 OF KNOLLWAY ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 6 AND LOT 7 ALL IN BLOCK 2, TO THE SOUTHWESTERLY CORNER OF LOT 7 OF BLOCK 2, ALL OF SAID KNOLLWAY ADDITION; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 7 OF BLOCK 2 AND LOT 8 OF BLOCK 1, ALL OF SAID KNOLLWAY ADDITION TO THE WEST LINE OF GLENWOOD PARK FIFTH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 8 THROUGH 6 OF SAID GLENWOOD PARK FIFTH ADDITION TO THE NORTHWEST CORNER OF GLENWOOD PARK 6TH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 9 THROUGH 11 OF SAID GLENWOOD PARK 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 12 IN SAID GLENWOOD PARK 6TH ADDITION; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 12 TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF SOUTH 8TH STREET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MERLE HIBBS BOULEVARD; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MERLE HIBBS BOULEVARD TO THE SOUTHEAST CORNER OF LOT 1 IN VILLAGE COOPERATIVE SUBDIVISION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID VILLAGE COOPERATIVE SUBDIVISION TO THE SOUTH LINE OF LOT 12 IN PRAIRIE HILLS 4TH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 12 TO THE WEST LINE OF LOT 'A' IN SAID PRAIRIE HILLS 4TH ADDITION; THENCE NORTH ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT 'A', ALSO BEING THE CENTER OF SAID SECTION 10; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING, SUBJECT TO ROAD AND HIGHWAY RIGHT-OF-WAYS, AND,

THAT PORTION OF LOT 3 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 BEING BOUND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF SOUTH 6TH STREET; BEING BOUND ON THE SOUTH BY LOT 4 OF GLENWOOD PARK 6TH ADDITION IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; BEING BOUND ON THE WEST BY LOT 5 THROUGH 8 OF SAID GLENWOOD PARK 6TH ADDITION, AND ALSO BOUND BY PART OF LOT 5 OF GLENWOOD PARK FIFTH ADDITION, CITY OF MARSHALLTOWN, MARSHALL

COUNTY, IOWA; AND BEING BOUND ON THE NORTH BY SCHRODT'S SECOND ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA,
AND,
LOT 1 IN GLENWOOD PARK FOURTH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the Council preliminary to and in connection with setting a date for a public hearing on establishing the Marshalltown Urban Renewal Area No. 6 and on an urban renewal plan.

WITNESS my hand this ____ day of _____, 2021.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown do hereby certify that pursuant to the resolution of its Council fixing the date of a public hearing on establishing the Marshalltown Urban Renewal Area No. 6 and on a proposed urban renewal plan, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2021.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

March 3, 2021

Alicia Hunter
City Clerk/City Hall
24 N. Center Street
Marshalltown, Iowa 50158-4912

Re: Marshalltown Urban Renewal Area No. 6
Our File No. 422742-42

Dear Alicia:

Based on communications with Jessica Kinser and an urban renewal plan prepared by Justin Yarosevich, I have prepared a resolution which may be adopted by the Marshalltown City Council on March 8 in order to set April 12 as the date for a public hearing on the establishment of the Marshalltown Urban Renewal Area No. 6 and on an urban renewal plan for the area.

The notice which is included in the resolution must be published once, not less than four (4) nor more than twenty (20) days prior to the date selected for the hearing. Please scan and email a copy of the published notice to me at josten.robert@dorsey.com.

I am sending a separate letter by email that explains the requirement for scheduling a meeting with Marshall County and your School District, in accordance with Iowa urban renewal law. The urban renewal plan must be reviewed by the City Plan and Zoning Commission prior to the date of the hearing.

Please return one fully executed set of the proceedings once all the actions have been taken. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Justin Yarosevich

**CITY OF
MARSHALLTOWN URBAN
RENEWAL AREA NO. 6
URBAN RENEWAL PLAN**

for the

**CITY OF
MARSHALLTOWN URBAN
RENEWAL AREA NO. 6**

City of Marshalltown, Iowa

Adopted – April 2021

Local Government Professional Services, Inc.

DBA – Simmering-Cory

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7. PLAN OBJECTIVES
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14. PROPERTY WITHIN AN URBAN REVITALIZATION AREA
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- A LEGAL DESCRIPTION OF MARSHALLTOWN URBAN RENEWAL AREA NO. 6
- B MARSHALLTOWN URBAN RENEWAL AREA NO. 6 MAP
- C. MARSHALLTOWN URBAN RENEWAL AREA NO. 6 MAP IN PERSPECTIVE OF CITY LIMITS
- D. AGRICULTURAL CONSENT AGREEMENT – GIC
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CITY OF MARSHALLTOWN URBAN RENEWAL AREA NO. 6
URBAN RENEAL PLAN
for the
CITY OF MARSHALLTOWN URBAN RENEWAL AREA NO. 6
CITY OF MARSHALLTOWN, IOWA

1. INTRODUCTION

This Marshalltown Urban Renewal Area No. 6 Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Marshalltown Urban Renewal Area No. 6 (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Marshalltown, Iowa (the “City”). The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

Chapter 403 of the *Code of Iowa* authorizes cities to establish areas within their boundaries known as “urban renewal areas,” and to exercise special powers within these areas. Urban renewal powers were initially provided to cities in order that conditions of blight and deterioration within cities might be brought under control. Gradually, urban renewal has been found to be a useful tool, as well, for economic development in previously undeveloped areas and for retention of enterprises and jobs in other areas.

In order to facilitate the use of urban renewal for economic development, in 1985 the Iowa General Assembly amended Chapter 403 of the *Code of Iowa* to authorize City Councils to create “economic development” areas. An economic development urban renewal area may be any area of a city which has been designated by the City Council as an area which is appropriate for industrial, commercial, and/or residential enterprises and in which the City seeks to encourage further development.

As an additional expression of the role for local governments in private economic development, the General Assembly also enacted Chapter 15A of the *Code of Iowa*, which declares that economic development is a “public purpose” and authorizes local governments to make grants, loans, guarantees, tax incentives, and other financial assistance to private enterprise. The statute defines “economic development” as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

The process by which an economic development urban renewal area may be created begins with a finding by the City Council that such an area needs to be established within the City. An urban renewal plan (this document) is then prepared for the area, which must be consistent with the City's existing comprehensive plan. The City Council must hold a public hearing on the urban renewal plan, following which, the Council may approve the plan.

In 1996, the Iowa General Assembly again expanded the scope of urban renewal legislation relative to housing development in "economic development areas." This legislation allows the use of tax increment financing (TIF) for housing projects beyond those that benefit only low and moderate income (LMI) families. Under the 1996 legislation, TIF can be used to support the construction of public infrastructure for any type of housing development as long as a percentage of the TIF Revenues or funds from other sources, equal to or greater than the percentage of LMI families in the county, is set aside to help meet the housing needs of this group.

2. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit "A" and illustrated in Exhibits "B" and "C." The land is currently undeveloped and being used for agricultural purposes and meets the definition of "agricultural land" in Iowa Code Section 403.17(3), so an agricultural landowner consent is required and provided in Exhibits "D" and "E." This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundary of the Area at some future date.

3. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

4. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2021, the taxable valuation as of January 1, 2020, will be considered the frozen "base valuation" for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2021, the frozen "base value" will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt in the Area.

5. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the Marshalltown Comprehensive Plan 2030, adopted by the City in November 2012. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals and actions identified in the Marshalltown Comprehensive Plan 2030

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area contains land that is zoned R-2 (Low Density Residential), Parks and Open Spaces, and Planned Unit Development (PUD). The City anticipates there may be a need to consider rezoning a portion of the Area in the future.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

6. RESIDENTIAL DEVELOPMENT

The City's objective in this Urban Renewal Area is to promote new residential development.

The City realizes that the availability of affordable housing is an important component of attracting new business and industry and retaining existing businesses.

Marshalltown is located in Marshall County and has a significant core of commercial and industrial development along with an increasing population. As the City grows there is a need for new housing to provide for a growing population and to encourage the further growth of new and existing businesses.

The Marshalltown Comprehensive Plan 2030 (2012) identified that there is a need for "a variety of housing types, densities, and choices to meet the life-cycle housing needs of residents." The goals identified in the Marshalltown Comprehensive Plan 2030 include encouraging growth of housing both for new development as well as infill and redevelopment opportunities. The comprehensive plan also identified that there is a need for additional land within the City for development of new housing units. Through the year 2020 the comprehensive plan identified a need for 269 new housing units and over 70 acres of land needed to support new housing initiatives.

The City has seen recent growth in the commercial and industrial sectors of the community and expects that growth to continue and as such, has taken the position of supporting the creation of new housing opportunities, including increasing the variety of housing options available.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of "public improvement" costs, as defined by Iowa law), a percentage of the incremental tax revenues generated by the development (or other funds) must be used to

provide assistance to low and moderate income (LMI) families/individuals in the City. LMI families/individuals in Marshalltown are those whose incomes do not exceed 80% of the median Marshall County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental tax revenues (or other funds) to be provided for LMI housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families/individuals living in Marshall County. That percentage is currently 40.83%. (“LMI Set-Aside Fund”)

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 40.83% of the housing units constructed in the Area are occupied by LMI residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside funds in an amount equal to or greater than 40.83% of the project costs to be used for LMI housing activities anywhere in the City; or,
3. Ensuring that 40.83% of the housing units constructed within the Area are priced at amounts affordable to LMI residents and/or families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate-income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

7. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Marshalltown.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve housing conditions and increase housing opportunities, particularly for LMI families and/or individuals.
6. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new housing development.
7. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
8. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

8. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.

2. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for development.
3. To dispose of property so acquired.
4. To provide for the construction of site-specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
5. To arrange for, or cause to be provided, the construction or repair of public infrastructure, in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
6. To make loans, forgivable loans, tax rebate payments, or other types of grants or incentives to private persons, organizations, or businesses for the promotion of public infrastructure related to residential development or the promotion of LMI housing, on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure related to residential development.
8. To use tax increment for LMI housing assistance.
9. To borrow money and to provide security therefor.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
12. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Marshalltown and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

9. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Rebates to Support Infrastructure Improvements in Residential Development:

The proposed urban renewal project involves providing incentives to assist Glenwood Marshalltown LLC (or a related entity) in the development of an anticipated 51 lot residential subdivision. Glenwood Marshalltown LLC (or a related entity) is expected to invest approximately \$1,410,000 in the subdivision, including the construction of water, sanitary sewer, streets, stormwater infrastructure, and other related site improvements. Construction is anticipated to take place over a period of years from 2021-2022.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the Glenwood Park 8th Addition and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new housing units to be constructed on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of:

- The developer's certified and approved costs of public improvements; or
- \$1,410,000.00 (or a lesser amount).

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The rebates will be available for up to a maximum of a 10-fiscal year period for the TIF ordinance area. With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary, to adequately fund the rebates. The City may decide to seek such consent.

Unless LMI housing is constructed in the Glenwood Park 8th Addition, the City will set aside an amount equal to 40.83% of the incentives provided to the developer (up to a maximum of the developer's certified costs of public improvements or \$1,410,000.00) from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the City. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to reimburse the developer for the costs of constructing the public improvements up to the above stated maximums.

The City believes that assistance to develop residential housing in this Area will promote economic development by providing needed housing opportunities resulting from demand created by new and expanding businesses in the area. The City expects to enter into a

development agreement with Glenwood Marshalltown LLC (or a related entity) that provides detailed terms and conditions, not all of which are included in this Plan.

2. **Public Improvements:**

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
West Merle Hibbs Expansion	2021-2030	\$650,000	The expansion of West Merle Hibbs Boulevard will better facilitate travel to and from the new subdivision and future development in the area. The proposed project would extend West Merle Hibbs Boulevard approximately 900 feet from its current terminus to South 12 th Street.
South 11 th Street	2021-2030	\$670,000	South 11 th Street would be a new north south street within the Urban Renewal Area which will help provide for traffic flow, should new development in the Area continue. The new South 11 th Street would start at West Merle Hibbs Blvd. and extend north to the northern limits of the development.
South 10 th Street	2021-2030	\$1,043,000	South 10 th Street would be a new north south street within the Urban Renewal Area which will help provide for traffic flow, should new development in the Area continue. The new South 10 th Street would start at West Merle Hibbs Blvd. and extend north to the northern limits of the development.
Unnamed Street	2021-2030	\$532,000	This project would develop a new east west street to help with traffic flow inside the Urban Renewal Area. The new street would connect with JB Swing Street and the new South 10th Street. The City is anticipating the need to improve vehicular traffic routes within and around the new development to ensure efficient and safe routes into and out of the subdivision.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
JB Swing Street Extension	2021-2025	\$300,000	This project would extend JB Swing Street to the north approximately 800 feet from the developer established road to connect with West Southridge Road. The City is anticipating the need to improve vehicular traffic routes within and around the new development to ensure efficient and safe routes into and out of the subdivision.
West Southridge Road Extension	2021-2030	\$850,000	This project will extend West Southridge Road from its current terminus west approximately 1,300 feet to South 12 th Street and provide for better traffic flow into and out of the new development within the Area.
South 12 th Street Resurfacing and Widening	2021-2030	\$1,250,000	With substantial development in the area the City anticipates a need to resurface and widen South 12 th Street to accommodate the new and increased traffic in the area.
Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.			

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded with TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$50,000

10. FINANCIAL INFORMATION

1.	July 1, 2020, Constitutional Debt Limit	\$86,009,760
2.	Current Outstanding General Obligation Debt	\$50,904,851
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF funds will be approximately as stated in the next column:	\$6,705,000.00 (plus an LMI set aside) This amount does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

11. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Marshalltown.

It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

12. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

13. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by the *Code of Iowa* Section 403.17(3), the City and the agricultural landowner have entered into an agreement in which the agricultural landowner agrees to allow the City to include real property, defined as “agricultural land,” in the Urban Renewal Area. A copy of these agreements are attached as Exhibit, “D” and “E.” The original signed agreement is on file at the City Clerk’s office.

14. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan, for urban renewal incentives, if any urban renewal incentives are offered by the City; or (b) tax abatement incentives through Urban Revitalization or any other plan, policy, or ordinance; or (c) a combination of these incentives.

15. SEVERABILITY

In the event one or more provisions contained in this Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

16. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

17. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) additional years, if necessary, to adequately fund the rebates. The City may decide to seek such consent.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

LEGAL DESCRIPTION OF LAND MAKING UP THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6

A PORTION OF LAND IN THE EAST HALF OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF 3 OF THE SUBDIVISION OF THE NORTHEAST QUARTER IN SAID SECTION 10; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 OF 3 TO THE SOUTHWEST CORNER OF PARCEL 'A' AS SHOWN IN INST. #96-04739; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 'A' TO THE INTERSECTION OF THE CENTERLINE OF WEST SOUTHRIDGE ROAD AND THE WEST LINE OF KNOLLWAY 2ND ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTH ALONG THE WESTERLY LINE OF LOT 1 THROUGH LOT 5 OF SAID KNOLLWAY 2ND ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF LOT 5 OF SAID KNOLLWAY 2ND ADDITION TO THE SOUTHWESTERLY LINE OF LOT 6 OF BLOCK 2 OF KNOLLWAY ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 6 AND LOT 7 ALL IN BLOCK 2, TO THE SOUTHWESTERLY CORNER OF LOT 7 OF BLOCK 2, ALL OF SAID KNOLLWAY ADDITION; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 7 OF BLOCK 2 AND LOT 8 OF BLOCK 1, ALL OF SAID KNOLLWAY ADDITION TO THE WEST LINE OF GLENWOOD PARK FIFTH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 8 THROUGH 6 OF SAID GLENWOOD PARK FIFTH ADDITION TO THE NORTHWEST CORNER OF GLENWOOD PARK 6TH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 9 THROUGH 11 OF SAID GLENWOOD PARK 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 12 IN SAID GLENWOOD PARK 6TH ADDITION; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 12 TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF SOUTH 8TH STREET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MERLE HIBBS BOULEVARD; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MERLE HIBBS BOULEVARD TO THE SOUTHEAST CORNER OF LOT 1 IN VILLAGE COOPERATIVE SUBDIVISION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID VILLAGE COOPERATIVE SUBDIVISION TO THE SOUTH LINE OF LOT 12 IN PRAIRIE HILLS 4TH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 12 TO THE WEST LINE OF LOT 'A' IN SAID PRAIRIE HILLS 4TH ADDITION; THENCE NORTH ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT 'A', ALSO BEING THE CENTER OF SAID SECTION 10; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING, SUBJECT TO ROAD AND HIGHWAY RIGHT-OF-WAYS,

AND,

THAT PORTION OF LOT 3 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 BEING BOUND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF SOUTH 6TH STREET; BEING BOUND ON THE SOUTH BY LOT 4 OF GLENWOOD PARK 6TH ADDITION IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; BEING BOUND ON THE WEST BY LOT 5 THROUGH 8 OF SAID GLENWOOD PARK 6TH ADDITION, AND ALSO BOUND BY PART OF LOT 5 OF GLENWOOD PARK FIFTH ADDITION, CITY OF

MARSHALLTOWN, MARSHALL COUNTY, IOWA; AND BEING BOUND ON THE NORTH BY SCHRODT'S SECOND ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA,

AND,

LOT 1 IN GLENWOOD PARK FOURTH ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

EXHIBIT B

MAP OF THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6

MARSHALLTOWN
IOWA

Exhibit B – Urban Renewal Area #6- Glenwood Park



March 2021

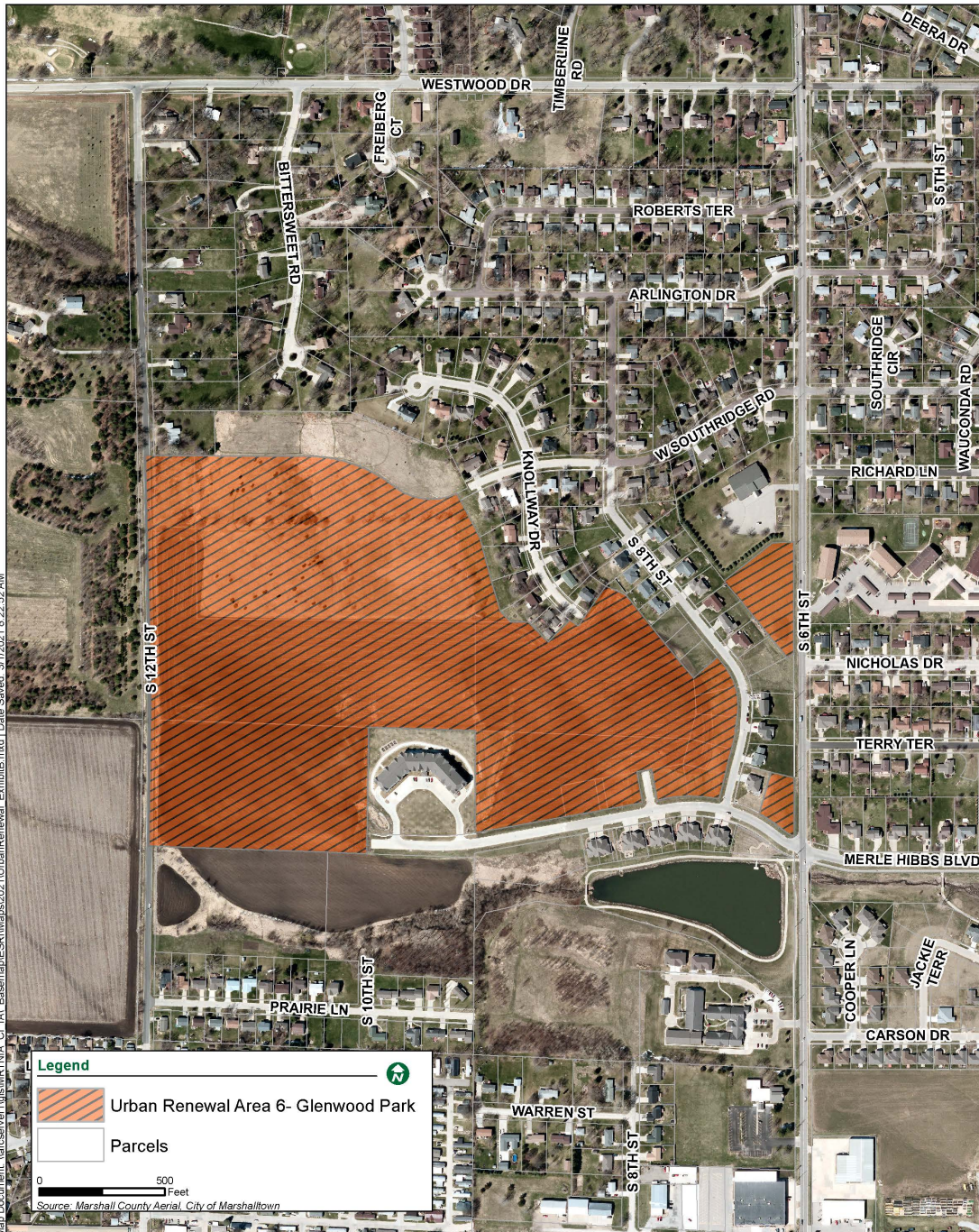


EXHIBIT C

MAP OF THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6 IN PERSPECTIVE OF CITY LIMITS

MARSHALLTOWN
IOWA

Exhibit C – Urban Renewal Area #6- Glenwood Park in Perspective of City Limits

March 2021

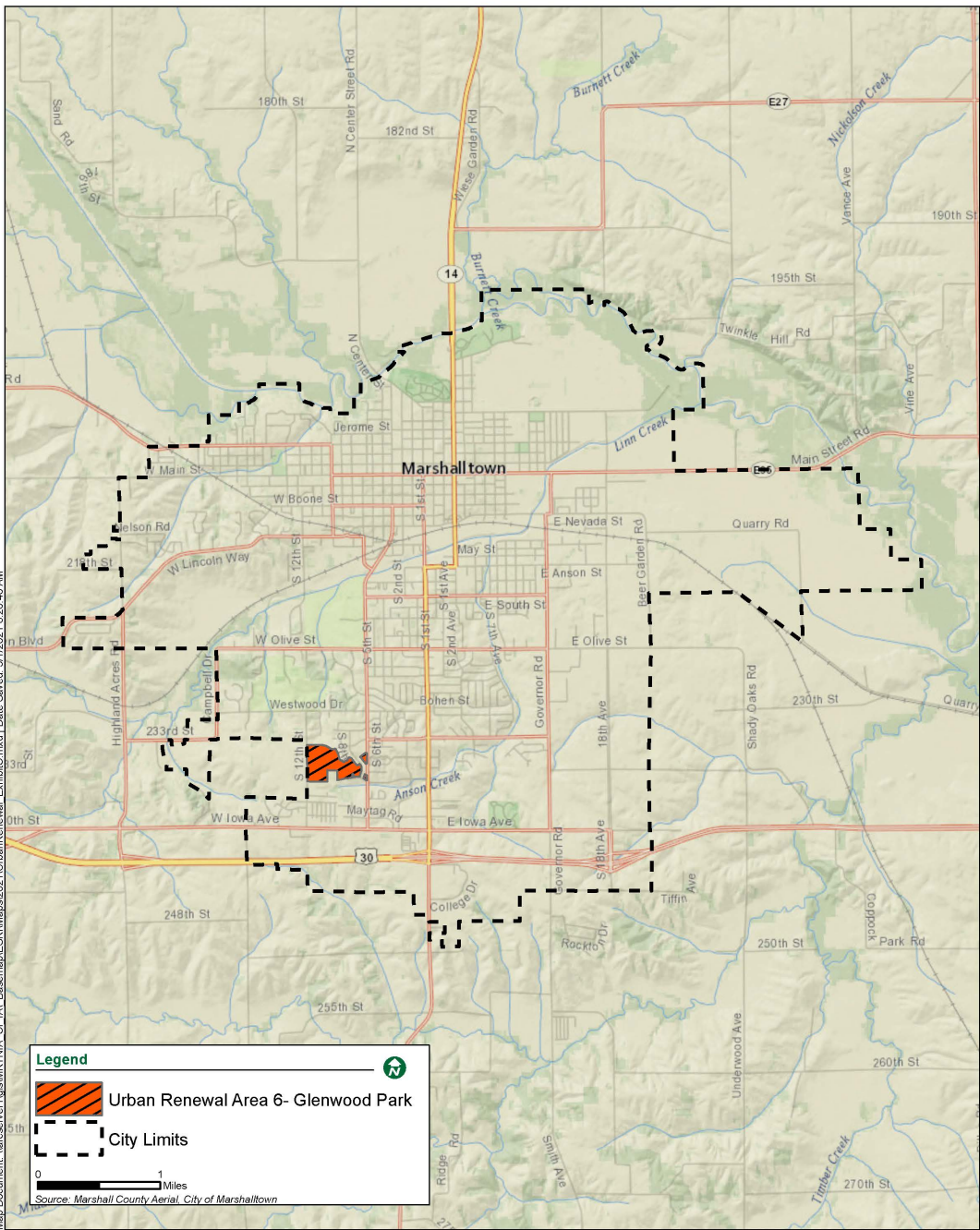


EXHIBIT D

AGRICULTURAL LAND CONSENT - GIC

DECLARATION OF AGREEMENT TO INCLUDE AGRICULTURAL LAND IN MARSHALLTOWN URBAN RENEWAL AREA

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has begun the process of creating an urban renewal plan for the Urban Renewal Area No. 6 (the “Urban Renewal Area”), pursuant to Chapter 403 of the Code of Iowa, in order to undertake certain projects, including the use of tax increment financing for improvements related to economic development; and

WHEREAS, the Urban Renewal Area would be established to include certain property with the following legal description:

Lot 4 of Lot 3 and Lot 6 of Lot 3, all of the Southwest Quarter of the Northeast Quarter Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County Iowa;

Lot 3 of the Southeast Quarter of the Northeast Quarter of Section 10, Township 83 North, Range 18 West of the 5th P.M., Marshall County Iowa, except Schrodt’s Second Addition to Marshall, Marshall County, Iowa and except Glenwood Park Fifth and Sixth Additions to Marshall, Marshall County, Iowa;

The Northeast Quarter of the Southeast Quarter except the East 33 feet thereof and except Parcel C as recorded in Micro-file No. 9604913 and except Glenwood Place Addition to Marshall, Marshall County, Iowa and except Glenwood Park Fourth and Sixth Additions to Marshall, Marshall County Iowa, and except West Merle Hibbs Boulevard, all in the Northeast Quarter of the Southeast Quarter of Section 10, Township 83 North, Range 18 West of the 5th P.M. Marshall County, Iowa;

Lots 12, 13, 14 and 15 of Glenwood Park Sixth Addition to Marshall, Marshall County, Iowa;

Lots 1, 3, 4, 5 and 6, Glenwood Park Fourth Addition to Marshall, Marshall County, Iowa;

(the “Added Property”); and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of “agricultural land,” unless the owner of such property agrees to include such property in such urban renewal area; and

WHEREAS, it has been determined that the Added Property meets the definition of “agricultural land” in Section 403.17(3) of the Code of Iowa; and

WHEREAS, in order for the City to include the Added Property the owner of that property must agree that the Added Property may be included in the Urban Renewal Area;

NOW, THEREFORE, the Undersigned hereby certifies and agrees as follows:

1. The Undersigned is the owner of the Added Property described above.
2. The Undersigned hereby agrees that the City of Marshalltown may include the Added Property described above in the Urban Renewal Area.

DATED this 3rd day of February, 2021.

By Jaguth, VP

EXHIBIT E
AGRICULTURAL LAND CONSENT – REE HOMES

**DECLARATION OF AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN MARSHALLTOWN URBAN RENEWAL AREA**

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has begun the process of creating an urban renewal plan for the Urban Renewal Area No. 6 (the “Urban Renewal Area”), pursuant to Chapter 403 of the Code of Iowa, in order to undertake certain projects, including the use of tax increment financing for improvements related to economic development; and

WHEREAS, the Urban Renewal Area would be established to include certain property with the following legal description:

Prairie Hills 4th Addition Lot 12 to Marshall, Marshall County, Iowa

(the “Added Property”); and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of “agricultural land,” unless the owner of such property agrees to include such property in such urban renewal area; and

WHEREAS, it has been determined that the Added Property meets the definition of “agricultural land” in Section 403.17(3) of the Code of Iowa; and

WHEREAS, in order for the City to include the Added Property the owner of that property must agree that the Added Property may be included in the Urban Renewal Area;

NOW, THEREFORE, the Undersigned hereby certifies and agrees as follows:

1. The Undersigned is the owner of the Added Property described above.
2. The Undersigned hereby agrees that the City of Marshalltown may include the Added Property described above in the Urban Renewal Area.

DATED this 30th day of December, 2020.

By 

**RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO THE
ZONING ORDINANCE TN TRADITIONAL NEIGHBORHOOD DISTRICT**

WHEREAS the City has an adopted Zoning Ordinance which includes zoning districts and various requirements under said districts; and

WHEREAS City staff is recommending an amendment to certain sections of the TN Traditional Neighborhood District; and

WHEREAS the process for amending the Zoning Ordinance requires a public hearing with the Plan Zoning Commission and the City Council; and

WHEREAS the Plan Zoning Commission has scheduled a Public Hearing for March 11, 2021; and

WHEREAS the City Council desires to set a public hearing for the public.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an ordinance amendment be set for March 22, 2021 at 5:30 p.m.

Passed this 8th day of March 2021, and signed this _____ day of March 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

TO: Mayor, City Council Members and City administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: March 8 – Meeting Date

SUBJECT: Zoning Ordinance Amendment of TN Traditional Neighborhood District

The Traditional Neighborhood District was originally established to address areas such as the 13th Street District, which included mixed uses in a condensed area. Later, it was used in other areas of the community to also allow for mixed use developments. At the time of adoption, we had not envisioned how some larger areas would develop under the TN District.

Following the Plan Zoning Commission meeting on 2/25 staff has made some changes to the proposed changes in the TN Traditional Neighborhood District and is recommending a rezoning to address some of the other previously identified issues with larger lot development.

Based on current pending projects it is the staff recommendation that we should amend our ordinance now and in order to immediately address the TN issues. We are proposing an expedited process in order to make changes prior to the 2021 permitting and construction season.

Proposed amendments are highlighted in yellow:

§ 156.200 DESIGN GUIDELINES.

- (A) All attached or detached garages shall be accessed from the rear of a building, except if the following conditions are met:
- (1) Property is on a corner lot, where the side street may be used for access, or
 - (2) When a dead-end residential street is constructed after 01/01/2021 and there is not any alley access or private drive access available to service the rear of the building.

Recommendation: Staff is proposing the following schedule to make these changes.

- 2/25/21: Plan Zoning Commission set public hearing on zoning amendment
- 3/8/21: City Council will consider a resolution to set a public hearing for 3/22/21 with the City Council.
- 3/11/21: Plan Zoning Commission holds public hearing and makes a recommendation to the City Council
- 3/22/21: City Council holds public hearing and 1st reading of the ordinance with consideration for waiving the 2nd and 3rd readings.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

**RESOLUTION SETTING PUBLIC HEARING FOR TO REZONE THE PROPERTY AT
412 EAST MERLE HIBBS BLVD TO CC COMMUNITY COMMERCIAL**

WHEREAS the City has an adopted Zoning Ordinance and Zoning Map; and

WHEREAS City staff is recommending a rezoning of the property located at 412 East Merle Hibbs Blvd. from TN Traditional Neighborhood District to CC Community Commercial District; and

WHEREAS the process for amending the Zoning Ordinance and Map requires a public hearing with the Plan Zoning Commission and the City Council; and

WHEREAS the Plan Zoning Commission has scheduled a Public Hearing for March 11, 2021; and

WHEREAS the City Council desires to set a public hearing for the public.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing be set for March 22, 2021 at 5:30 p.m.

Passed this 8th day of March 2021, and signed this _____ day of March 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members and City administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

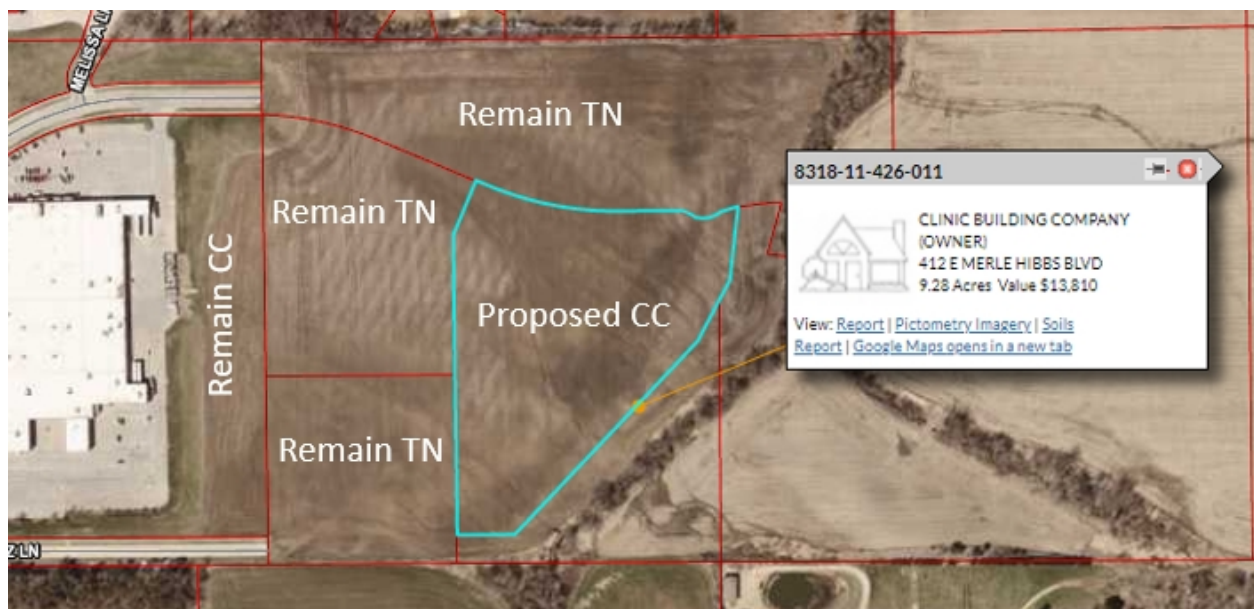
DATE: March 8 – Meeting Date

SUBJECT: Rezoning of 412 E Merle Hibbs Blvd to CC Community Commercial

The Traditional Neighborhood District was originally established to address areas such as the 13th Street District, which included mixed uses in a condensed area. Later, it was used in other areas of the community to also allow for mixed use developments. At the time of adoption, we had not envisioned how some larger areas would develop under the TN District.

Following the Plan Zoning Commission meeting on 2/25 staff has made some changes to the proposed changes in the TN Traditional Neighborhood District and is recommending a rezoning to address some of the other previously identified issues with larger lot development. This includes the McFarland Property at 412 E Merle Hibbs Blvd. The recommendation was to rezone this parcel to CC Community Commercial as a more compatible zone for the proposed development.

Based on current pending project it is the staff recommendation that we should rezone 412 E Merle Hibbs Blvd. to CC. Staff is not recommended rezoning the area surrounding this parcel based on other potential development and the anticipated zoning changes City-wide as part of the rewrite project. We are proposing an expedited process in order to make changes prior to the 2021 permitting and construction season.



Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

Recommendation: Staff is proposing the following schedule to rezone the property and meet the proposed construction schedule.

- 2/25/21: Plan Zoning Commission set public hearing on rezoning.
- 3/8/21: City Council will consider a resolution to set a public hearing for 3/22/21 with the City Council.
- 3/11/21: Plan Zoning Commission holds public hearing and makes a recommendation to the City Council
- 3/22/21: City Council holds public hearing and 1st reading of the rezoning with consideration for waiving the 2nd and 3rd readings.

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND COST FOR THE 6TH STREET SOFTBALL PARKING LOT
IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. PRK21001**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 6th Street Softball Parking Lot Improvements Project, Project No. PRK21001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK21001, being the 6th Street Softball Parking Lot Improvements Project in the city of Marshalltown, Iowa.

Passed this 8th day of March 2021, and signed this _____ day of March, 2021.

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

February 11, 2021

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 6th Street Softball Parking Lot Improvements, Project No. PRK21001.

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 6th Street Softball Parking Lot Improvements.

Background: This project includes the reconstruction of approximately ½ of the softball complex parking lot. The work proposed includes the western most portion of the lot. The work will include the removal of existing pavement, excavation of the subgrade, installation of geogrid, placement of subbase material, and asphalt surfacing.

Budget Impact: This project will be funded with 362 funds.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Raymond Starks, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING
AMENDMENT TO REVITALIZATION
PLAN NO. 2 AND ADOPTING
AMENDMENT TO ORDINANCE

422742-41

Marshalltown, Iowa

February 22, 2021

A meeting of the City Council of the City of Marshalltown, Iowa, was held at the Council Chambers, at 5:30 p.m., on February 22, 2021. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: In-person: Hoop, Gowdy, Isom, Ladehoff, Thompson; By-phone: Martin, Wirin

Absent: N/A.

It was reported that this was the time and place set for hearing on an amendment to the plan for the Marshalltown Urban Revitalization Area No. 2 related to adding certain property to that Revitalization Area.

All written objections, statements, and evidence heretofore filed were provided to the Council.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(List all persons presenting written or oral statements or evidence.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

It was moved by Council Member Isom and seconded by Council Member Gowdy that the resolution next hereinafter set out be adopted.

The Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

Nays: N/A.

The Mayor declared the said resolution adopted, as follows:

RESOLUTION NO. 2021-047

**RESOLUTION ADOPTING THE 2021 AMENDMENT TO THE PLAN FOR THE
MARSHALLTOWN URBAN REVITALIZATION AREA NO. 2**

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Act") the City Council of the City of Marshalltown, Iowa, has designated an area of the City as the Marshalltown Urban Revitalization Area No. 2 (the "Urban Revitalization Area"); and

WHEREAS, pursuant to the provisions of the Act, before amending provisions of the plan for the Urban Revitalization Area, the City must hold a hearing on an amendment to the Plan for such revitalization area; and

WHEREAS, an amendment to the urban revitalization plan for the Urban Revitalization Area (the "2021 Amendment") has been prepared in order to add certain property to the Urban Revitalization Area, notice has been published and a hearing has been held on the 2021 Amendment;

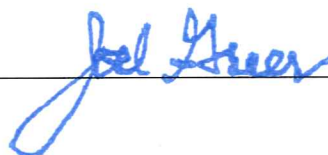
NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The 2021 Amendment is hereby adopted, in substantially the form attached hereto as Exhibit A.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved February 22, 2021.

Mayor



Attest:

Dorie Hunter
City Clerk

Exhibit A

2021 AMENDMENT
TO
Urban Revitalization Plan
Marshalltown Urban Revitalization Area No. 2

February, 2021

Amend Exhibit A to the Urban Revitalization Plan for Marshalltown Urban Revitalization Area No. 2 to add the following parcels of property to the legal description of the property that is included in the Area:

201 East Anson Street, Parcel 8418-35-453-011

306 West High Street, Parcel 8418-35-378-028

City Clerk Alicia Hunter introduced an ordinance entitled: “An Ordinance amending Ordinance No. 14215 to add properties to the legal description of property included in Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member Isom and seconded by Council Member Thompson that the ordinance be given its initial consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

Nays: N/A.

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

ORDINANCE NO. 15013

**AN ORDINANCE AMENDING ORDINANCE NO. 14215 TO ADD PROPERTIES TO
THE LEGAL DESCRIPTION OF PROPERTY INCLUDED IN MARSHALLTOWN
URBAN REVITALIZATION AREA NO. 2**

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the "Act"), the City Council of the City of Marshalltown, Iowa (the "City"), upon the completion of procedures specified in the Act, by Ordinance No. 14215, adopted June 13, 1985, designated an area of the City as the Marshalltown Urban Revitalization Area No. 2 ("Revitalization Area No. 2") and set out the legal description of the property included in Revitalization Area No. 2; and

WHEREAS, pursuant to the provisions of the Act, on February 22, 2021, the City Council adopted a resolution which added certain parcels of property to the legal description of property that is included in Revitalization Area No. 2; and

WHEREAS, pursuant to the provisions of the Act, the City Council must also amend the ordinance that designated an area as Marshalltown Urban Revitalization Area No. 2 in order to add those parcels of property to that ordinance;

NOW, THEREFORE, Be It Enacted by the City Council of the City of Marshalltown, as follows:

Section 1. Section 1 of Ordinance No. 14215 is hereby amended to add the following described properties to the legal description of property that is included in Revitalization Area No. 2:

201 East Anson Street, Parcel 8418-35-453-011

306 West High Street, Parcel 8418-35-378-028

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved February 22, 2021.

Mayor

Attest:

Alicia Hunter
City Clerk

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

A handwritten signature in blue ink, appearing to read "Joel Guer", written over a horizontal line.

Attest:


City Clerk

A handwritten signature in blue ink, appearing to read "Aneia Hunter", written over a horizontal line.

SECOND CONSIDERATION OF
ORDINANCE AMENDING ORDINANCE
NO. 14215 TO ADD PROPERTIES TO THE
LEGAL DESCRIPTION OF PROPERTY IN
MARSHALLTOWN URBAN
REVITALIZATION AREA NO. 2

422742-41

(Ord.–Second Consideration)

Marshalltown, Iowa

March 8, 2021

The City Council of the City of Marshalltown, Iowa, met on the 8th day of March, 2021, at 5:30 p.m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that, on February 22, 2021, the Council had given its initial consideration to an ordinance entitled “Ordinance No. 15013. An Ordinance amending Ordinance No. 14215 to add properties to the legal description of property included in Marshalltown Urban Revitalization Area No. 2.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

FINAL CONSIDERATION AND PASSAGE
OF AMENDMENT TO ORDINANCE NO.
14215 TO ADD PROPERTIES TO THE
LEGAL DESCRIPTION OF PROPERTY IN
MARSHALLTOWN URBAN
REVITALIZATION AREA NO. 2

422742-41

(Final Consideration And Adoption)

Marshalltown, Iowa

March 22, 2021

The City Council of the City of Marshalltown, Iowa, met on the 22nd day of March, 2021, at 5:30 p.m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that on February 22, 2021 and on March 8, 2021, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. 15013. An Ordinance Amending Ordinance No. 14215 to add properties to the legal description of property in Marshalltown Urban Revitalization Area No. 2."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of meetings of the Marshalltown City Council with respect to the adoption of a resolution approving an amendment to the plan for Marshalltown Urban Revitalization Area No. 2 and adopting an Ordinance Amending Ordinance No. 14215 to add properties to the legal description of property in Marshalltown Urban Revitalization Area No. 2, including true and complete copies of the resolution and ordinance referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned City Clerk of the City of Marshalltown, Iowa, do hereby certify that a certain Ordinance related to Marshalltown Urban Revitalization Area No. 2, or a summary of such Ordinance, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

**(Attach hereto publisher's affidavit of publication with clipping of ordinance
or summary, as published.)**

February 16, 2021

Alicia Hunter
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: Marshalltown Urban Revitalization Area No. 2/ 2021 Amendment and Ordinance
Our File No. 422742-41

Dear Alicia:

I have prepared proceedings that may be used at the Council meeting on February 22 to hold the hearing on the 2021 amendment to the plan for Marshalltown Urban Revitalization No. 2, to approve a resolution amending that plan and to adopt the initial consideration of an ordinance amending Ordinance No. 14215. These proceedings also cover actions at two subsequent meetings for the second and final considerations of that ordinance.

These proceedings include the following items:

1. Hearing on Amendment to revitalization plan for Marshalltown Urban Revitalization Area No. 2, followed by Resolution adopting that Amendment. The Amendment is set out as Exhibit A to the Resolution.
2. Initial Consideration of Ordinance related to Urban Revitalization Area No. 2
3. Second Consideration of Ordinance related to Urban Revitalization Area No. 2
4. Final Consideration of Ordinance related to Urban Revitalization Area No. 2
5. Certificate attesting the entire transcript.
6. Certificate attesting to the publication of the ordinance or summary

Please return one fully executed copy of these proceedings to my office.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Diana Steiner

ORDINANCE NO. 15014

AN ORDINANCE APPROVING THE REZONING OF 802 E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL

WHEREAS the City of Marshalltown has received an application from Yan Qiu and Jing Jing Chen to rezone the property locally known as 802 E Southridge Road and legally defined as:

LOT 61, IN SUGAR CREEK ESTATES 7TH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

which is currently zoned PUD Planned Unit Development to be rezoned to R-2A Low Density Residential; and

WHEREAS the owners the property and are proposing to build a single-family home at 802 E. Southridge; and

WHEREAS the Plan Zoning Commission reviewed the amended rezoning request and held a public hearing on February 11, 2021 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 61, IN SUGAR CREEK ESTATES 7TH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

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 22nd day of March 2021 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 March 2021, and signed this _____day of March 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

February 22, 2021

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Rezoning of 802 E. Southridge Road

Policy Issue: The property along 802 E Southridge Road shown in blue on the following graphic and is currently owned by Yan Qiu, and Jing Jing Chen, and is zoned as Planned Unit Development. Rezoning to R-2A would ensure consistency with the property to the East. Qiu and Chen have purchased this property with the intent on building a single-family house on the lot. Moving it to R-2A they would not be required to go through all the PUD requirements; that are for multi-unit developments as was previously planned for this area.



Recommendation: The Plan Zoning Commission has reviewed the proposal and held a public hearing on the proposal on February 11, 2021. 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 February 22nd. Staff is proposing a public hearing be held along with the third reading on March 22nd.

Background: This property to the East is also zoned R-2A Low Density Residential and allows for single family detached and attached dwelling units.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

Budget Impact: The cost of rezoning to the City is minimal and includes public notifications and recording costs.

Attachment: Ordinance and application.

Date Submitted & Fee Paid: 12-28-2020

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.

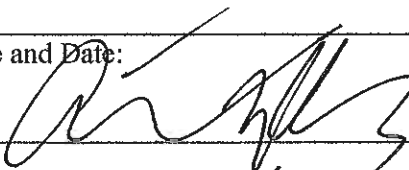


Legal description of the property. The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.



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:	
802 E SOUTHRIDGE RD, MARSHALLTOWN, IA 50158	
Owner:	
Yan Qiu & Jing Jing Chen	
Mailing Address:	
1203 S. 3rd St, Marshalltown, IA 50158	
Phone:	E-mail:
626-382-8503	chadwickchiu@hotmail.com
Current Zoning Classification:	
Planned Unit Development (PUD)	
Current Use:	
Single vacant lot	
Proposed Zoning Classification:	
R-2A Low Density Residential District	
Proposed Use:	
Single Family Lot	
Please list the uses of surrounding properties:	
West and north side: Anson Creek (majority within property). West side of Anson Creek: SUGAR CREEK TOWN HOME and vacant lot. East side: AGRICULTURAL land. South side: E Southridge Rd.	
Signature and Date:	
 12/28/2020	
Chen Jingjing 12/28/2020	

Unique Doc ID: 2714440
Recorded: 12/4/2020 at 11:24:49.577 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$9.60
Marshall County, Iowa
Nan Benson - Recorder
Doc. Number: 202000006785

Return To: Eric R. Bidwell, 106A S. 1st Avenue, Marshalltown, Iowa 50158
Taxpayer: Yan Qiu and Jing Jing Chen, 1203 S 3rd Street, Marshalltown, IA 50158
Preparer: Eric R. Bidwell, 106A S. 1st Avenue, Marshalltown, Iowa 50158, Phone: (641) 753-3648



WARRANTY DEED - JOINT TENANCY

For the consideration of One (\$1.00) Dollar and other valuable consideration, Gary D. Rubenbauer, a single person does hereby Convey to Yan Qiu and Jing Jing Chen, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Lot Sixty-one, in Sugar Creek Estates 7th Addition to Marshall, Marshall County, Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: December 4, 2020.

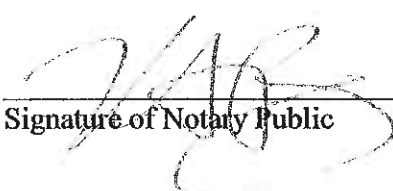


Gary D. Rubenbauer, Grantor

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me on December 4, 2020, by Gary D. Rubenbauer.




Signature of Notary Public



LEGAL DESCRIPTION

THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA, EXCEPTING THE WEST 270.0 FEET THEREOF AND EXCEPT THE NORTH 320.0 FEET THEREOF, CONSISTING OF 23.7 ACRES, MORE OR LESS.

ZONING

EXISTING ZONING: PUD (PLANNED UNIT DEVELOPMENT)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

SETBACKS

FRONT YARD:
30' MINIMUM (SINGLE FAMILY)
20' MINIMUM (OTHER UNITS)
SIDE YARD:
8' MINIMUM (ALL UNITS)
REAR YARD:
25' (SINGLE FAMILY)
20' (OTHER UNITS)

DEVELOPMENT DATA

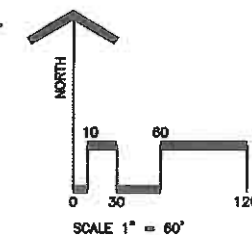
TOTAL AREA	23.2 ACRES
TOTAL UNITS	140 UNITS
GROSS DENSITY	6.4 UNITS/ACRE
SINGLE FAMILY (LOTS 1-17)	
17 UNITS	
4.1 ACRES	
DUPLEX TYPE A (LOTS 18-23, 28-33)	
28 UNITS	
4.6 ACRES	
DUPLEX TYPE B (LOTS 34-37)	
14 UNITS	
1.9 ACRES	
APARTMENTS/INDEPENDENT LIVING (LOT 60)	
45 UNITS	
2.7 ACRES	
APARTMENTS (LOT 61)	
45 UNITS	
2.7 ACRES	
PUBLIC ROAD R/W	
4.9 ACRES	
PUBLIC OPEN SPACE	
2.3 ACRES	

PROJECT PHASING

PHASE ONE (EDGERBROOK DRIVE, EDGERBROOK COURT, CRAIG CIRCLE) LOTS 1-39
PHASE TWO (APARTMENTS) LOT 60
PHASE THREE (APARTMENTS) LOT 61

LEGEND

— WATER
— SANITARY SEWER
— STORM SEWER
— ELECTRIC
— TELEPHONE
— GAS
— EASEMENT
— PROPERTY LINE
○ STREET LIGHT
◇ HYDRANT
□ STORM INTAKE
○ MANHOLE



**ORDINANCE TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, Section (A):

Direction	Street/Intersection		
		N	IOWA AVE E- FRONTAGE RD/GOVERNOR RD
S	WOODLAND ST IN RIVERVIEW PARK	S	LINCOLN WAY & BELAIRE DR
E,W	3RD AVE & EAST RAMP & WEST RAMP	E,W	MARKET ST & WEST RAMP
N	PLAZA DR & E SOUTHRIDGE RD	S	E MERLE HIBBS BLVD & KNOLLWAY DR
S	BURNS RD & S 18TH AVE		N 3RD ST ALLEY NORTH OF PARK ST
E	CENTRAL IOWA DR	S	S 7TH ST & W MADISON ST
	COLLEGE DR & MARSHALLTOWN COMM COLL NORTH ENTRANCE	E	S 6TH ST AT SOFTBALL COMPLEX
W	COLLEGE DR & MARSHALLTOWN COMM COLL SOUTH ENTRANCE	E	S 11TH ST AT MILLER MIDDLE SCHOOL
W		E	S 2ND ST ALLEY B/T MAIN & CHURCH
E,W	E ANSON ST & GOVERNOR RD	S	S 3RD ST & S 6TH ST
S	E LINN ST ALLEY B/T 3RD/4TH AVE	W	S CENTER ST BY WALMART
E	E MADISON ST & 12TH AVE	N	W MAIN ST & N 29TH ST
S	E MADISON ST & WEST RAMP	S	W MAIN ST & N 25TH ST
	E MAIN ST AT PW FACILITY	N	WASHINGTON ST & S 1ST ST
N	WEST ENTRANCE	W	WASHINGTON ST & S 12TH ST
	E NEVADA ST/PW FACILITY		WASHINGTON ST AT AQUATIC CENTER
S	DRIVE	N	
S	E NEVADA ST & EAST RAMP	W	3RD AVE & E BOONE ST
	REX RYDEN RD & GOVERNOR RD		AIRPORT RD & N 3RD ST & N CENTER ST
E		N	ANN RUTLEDGE RD & LINCOLN WAY
W	BURNS RD & GOVERNOR RD AT CITY LIMITS	S	
W	GLENDA DR	E	ANSON CIR & S 2ND AVE
	GOVERNOR RD & INDUSTRIAL BLVD	E,W	ARLINGTON DR & S 6TH ST
E			ARNOLD DR & HIGHLAND ACRES RD
N,S	GOVERNOR RD & IOWA AVE E	W	
	GOVERNOR RD & IOWA AVE E RIGHT TURN LANE	N	AUSTIN PL & MERRITT RD
S		E	BAILEY DR & EDGEBROOK DR
E,W	GOVERNOR RD & JACKSON ST	S	BAILEY DR & THUNDERBIRD DR
E	GOVERNOR RD & MAY ST	S	BEL AIRE DR & LINCOLN WAY
E	GOVERNOR RD & TURNER ST	E	BENJAMIN DR & GOVERNOR RD
	HIGHLAND ACRES- FRONTAGE ROAD NORTH	W	BENJAMIN DR & JOAN TERR
E	HIGHLAND ACRES- FRONTAGE ROAD SOUTH	S	BENJAMIN DR & KEYSTER RD

N	BITTERSWEET RD & WESTWOOD DR	N	E ANSON ST & S 2ND AVE
N	BLOSSOM LN & THOMAS DR	N	E ANSON ST & S 4TH AVE
S	BLOSSOM LN & THUNDERBIRD DR	N,S	E ANSON ST & S 5TH AVE
E	BOHEN ST & S 3RD AVE	S	E ANSON ST & S 6TH AVE
W	BOHEN ST & S CENTER ST	N,S	E ANSON ST & S 7TH AVE
N,S	BRENTWOOD PL & LINCOLN TOWER CIR & LINCOLN WAY	N,S	E ANSON ST & S 8TH AVE
N,S	BRENTWOOD RD & LINCOLN TOWER DR & LINCOLN WAY	N,S	E ANSON ST & S 9TH AVE
S	BROADMORE DR & E SOUTH ST	N	E ANSON ST & STEGMAN
N	BROOKSIDE RD & W OLIVE ST	W	E BOONE ST & S 12TH AVE
W	BRYNGELSON DR & S 4TH ST	N,S	E BOONE ST & S 14TH AVE
W	BYRON ST & N 1ST AVE	N,S	E BOONE ST & S 15TH AVE
E	BYRON ST & N 2ND AVE	N,S	E BOONE ST & S 16TH AVE
W	CAMPBELL DR & WESTWOOD DR	E	E BOONE ST & S 17TH AVE
S	CARSON DR & COOPER LN	E,W	E BOONE ST & S 4TH AVE
W	CARSON DR & S 6TH ST	N,S	E BOONE ST & S 7TH AVE
N	CATALINA PL & SANTA BARBARA DR	E,W	E BROMLEY ST & N 10TH AVE
E	CHERRY ST & S 2ND AVE	E,W	E BROMLEY ST & N 11TH AVE
S	CLINTON ST & W OLIVE ST	E	E BROMLEY ST & N 12TH AVE
N	COLUMBUS DR & CRESTVIEW DR	W	E BROMLEY ST & N 3RD AVE
S	COLUMBUS DR & HUISMAN CIR	E,W	E BROMLEY ST & N 4TH AVE
N,S	COLUMBUS DR & S 1ST ST	N,S	E BROMLEY ST & N 5TH AVE
E,W	COLUMBUS DR & S 2ND ST	E,W	E BROMLEY ST & N 7TH AVE
W	COLUMBUS DR & S 4TH ST	E,W	E BROMLEY ST & N 8TH AVE
E	COLUMBUS DR & S CENTER ST	E,W	E BROMLEY ST & N 9TH AVE
N	COUNTRY CLUB LN & W OLIVE ST	N,S	E CHURCH ST & S 2ND AVE
E	CRAIG CR & EDGEBROOK DR	N	E CHURCH ST & S 4TH AVE
E	CRESTVIEW DR & S CENTER ST	N,S	E CHURCH ST & S 5TH AVE
N,S	CRESTVIEW DR & W OLIVE ST	N,S	E CHURCH ST & S 6TH AVE
W	DEBRA DR & S 6TH ST	E	E CHURCH ST & S 7TH AVE
S	DEBRA DR & WESTWOOD DR	N,E,W	E FERNER ST & GLENWOOD TER
S	DENMEAD BLVD & W MAIN ST	N,S	E FERNER ST & S 1ST AVE
N	DENMEAD BLVD & W STATE ST	E,W	E FERNER ST & S 2ND AVE
S	DUBOIS CIR & E SOUTHRIDGE RD	E,W	E FERNER ST & S 3RD AVE
N	E ANSON ST & FINKLE AVE	W	E FERNER ST & S CENTER ST
N	E ANSON ST & S 10TH AVE	W	E HIGH ST & FINKLE AVE
N	E ANSON ST & S 11TH AVE	E,W	E HIGH ST & S 1ST AVE
N	E ANSON ST & S 14TH AVE	E	E HIGH ST & S 3RD AVE
S	E ANSON ST & S 15TH AVE	E,W	E HIGH ST & S 7TH AVE
E,W	E ANSON ST & S 18TH AVE	E,W	E HIGH ST & S 8TH AVE
		E,W	E HIGH ST & S CENTER ST & W HIGH ST
		E,W	E INGLEDUE ST & S 2ND AVE
		E	E INGLEDUE ST & S 3RD AVE
		E,W	E INGLEDUE ST & S CENTER ST & W INGLEDUE ST

E E LEE ST & N 12TH AVE
 W E LEE ST & N 3RD AVE
 E E LEE ST & N 4TH AVE
 E,W E LEE ST & N 7TH AVE
 E E LEE ST & N 8TH AVE
 N,S E LINCOLN ST & N 1ST AVE
 N,S E LINCOLN ST & N 2ND AVE
 E E LINCOLN ST & N 3RD AVE
 E LINCOLN ST & N CENTER ST &
 N,S W LINCOLN ST
 E E LINN ST & S 18TH AVE
 N,S E LINN ST & S 1ST AVE
 N,S E LINN ST & S 2ND AVE
 N,E E LINN ST & S 4TH AVE
 N,S E LINN ST & S 5TH AVE
 N,S E LINN ST & S 6TH AVE
 N,S E LINN ST & S 7TH AVE
 E,W E LINN ST & S 8TH AVE
 S E MADISON ST & S 1ST AVE
 S E MADISON ST & S 2ND AVE
 E MADISON ST & S CENTER ST &
 S W MADISON ST
 S E MAIN ST & N 10TH AVE
 S E MAIN ST & N 11TH AVE
 S E MAIN ST & N 12TH AVE
 E MAIN ST & N 18TH AVE & S
 N,S,E,W 18TH AVE
 E MAIN ST & N 2ND AVE & S 2ND
 N,S,E,W AVE
 E MAIN ST & N 5TH AVE & S 5TH
 N,S AVE
 E MAIN ST & N 8TH AVE & S 8TH
 N,S AVE
 S E MAIN ST & N 9TH AVE
 E MAIN ST & S 12TH
 N,E,W AVE/LENNOX DR
 N E MAIN ST & S 6TH AVE
 N E MARION ST & N 10TH AVE
 N E MARION ST & N 12TH AVE
 N E MARION ST & N 13TH AVE
 N E MARION ST & N 14TH AVE
 N E MARION ST & N 15TH AVE
 N,E,W E MARION ST & N 18TH AVE
 E,W E MARION ST & N 3RD AVE
 N,S E MARION ST & N 4TH AVE
 S E MARION ST & N 5TH AVE

N E MARION ST & N 6TH AVE
 N E MARION ST & N 7TH AVE
 N E MARION ST & N 8TH AVE
 N E MARION ST & SHARON AVE
 E MERLE HIBBS BLVD &
 W GOVERNOR RD
 E MERLE HIBBS BLVD & S 18TH
 E,W AVE & S 18TH ST
 S E NEVADA ST & MARSHALL DR
 S E NEVADA ST & S 12TH AVE PL
 S E NEVADA ST & S 14TH AVE
 N E NEVADA ST & S 15TH AVE
 S E NEVADA ST & S 16TH AVE
 E,W E NEVADA ST & S 18TH AVE
 E,W E NEVADA ST & S 1ST AVE
 S E NEVADA ST & S 4TH AVE
 S E NEVADA ST & S 7TH AVE
 S E NEVADA ST & S 8TH AVE
 E NEVADA ST & S CENTER ST &
 N,S,E W NEVADA ST
 E,W E NORTH ST & N 1ST AVE
 E NORTH ST & N CENTER ST & W
 E,W NORTH ST
 N E OLIVE ST & EDGEBROOK DR
 N E OLIVE ST & OLSON WAY
 N E OLIVE ST & RAINBOW DR
 S E OLIVE ST & S 10TH AVE
 S E OLIVE ST & S 17TH AVE
 N,S E OLIVE ST & S 7TH AVE
 S E SOUTH ST & FINKLE AVE
 S E SOUTH ST & S 10TH AVE
 S E SOUTH ST & S 11TH AVE
 N,S E SOUTH ST & S 1ST AVE
 N,S E SOUTH ST & S 2ND AVE
 N,S,E,W E SOUTH ST & S 3RD AVE
 N,S E SOUTH ST & S 5TH AVE
 N,S E SOUTH ST & S 7TH AVE
 S E SOUTH ST & S 8TH AVE
 N,S E SOUTH ST & S 9TH AVE
 E SOUTHRIDGE RD &
 S EDGEBROOK DR
 E SOUTHRIDGE RD & GOVERNOR
 RD
 S E SOUTHRIDGE RD & S 5TH AVE
 S E SOUTHRIDGE RD & SUGAR
 CREEK LN

N,S	E STATE ST & N 10TH AVE	W	EDGELAND DR & S 6TH ST
N,S	E STATE ST & N 11TH AVE	E,W	EDGELAND DR & S CENTER ST
E,W	E STATE ST & N 12TH AVE	W	EDGEWOOD ST & N 3RD AVE
N,S	E STATE ST & N 1ST AVE	E,W	EDGEWOOD ST & N 4TH AVE
N,S	E STATE ST & N 2ND AVE	E	ELDER DR & S 18TH AVE
N,S	E STATE ST & N 4TH AVE	N,S,W	ELMWOOD DR & HILLCREST RD
N,S	E STATE ST & N 5TH AVE		ELMWOOD DR & S 6TH ST &
N,S	E STATE ST & N 8TH AVE	E,W	SUNSET LN
N,S	E STATE ST & N 9TH AVE		ELMWOOD DR & TIMBERLINE
E	E SWAYZE ST & N 12TH AVE	N,E,W	RD
W	E SWAYZE ST & N 3RD AVE	N	ELMWOOD DR & W OLIVE ST
E,W	E SWAYZE ST & N 4TH AVE	N	FREIBERG CT & WESTWOOD DR
E,W	E SWAYZE ST & N 7TH AVE	E,W	FREMONT ST & N 11TH ST
E,W	E SWAYZE ST & N 8TH AVE	E,W	FREMONT ST & N 12TH ST
W	E UNION ST & N 4TH AVE	W	FREMONT ST & N 13TH ST
E,W	E UNION ST & N 7TH AVE	E,W	FREMONT ST & N 16TH ST
E,W	E UNION ST & N 8TH AVE	E	FREMONT ST & N 3RD ST
E,W	E WEBSTER ST & N 1ST AVE	E,W	FREMONT ST & N 4TH ST
E,W	E WEBSTER ST & N 2ND AVE	E,W	FREMONT ST & N 5TH ST
E	E WEBSTER ST & N 3RD AVE	E,W	FREMONT ST & N 6TH ST
	E WEBSTER ST & N CENTER ST &	E,W	FREMONT ST & N 7TH ST
E,W	W WEBSTER ST	W	FREMONT ST & N 8TH ST
W	E WOODBURY ST & N 10TH AVE	E	FREMONT ST & N 9TH ST
E,W	E WOODBURY ST & N 11TH AVE	W	FRIENDLY DR & S 3RD AVE
E,W	E WOODBURY ST & N 12TH AVE		FRONTAGE RD & MERLE HIBBS
N,S	E WOODBURY ST & N 13TH AVE	N,S	BLVD
N,S	E WOODBURY ST & N 14TH AVE	N,S	FRONTAGE RD & NICHOLAS DR
N,S	E WOODBURY ST & N 15TH AVE	S	FRONTAGE RD & W BERLE RD
E,W	E WOODBURY ST & N 3RD AVE		FRONTAGE RD & W
E,W	E WOODBURY ST & N 4TH AVE	N,S	SOUTHRIDGE RD
E,W	E WOODBURY ST & N 7TH AVE	N	FRONTAGE RD & WESTWOOD DR
E,W	E WOODBURY ST & N 8TH AVE		GETHMANN LN & WESTWOOD
	E WOODBURY ST & SHARON	S	DR
N,S	AVE	W	GLENDA DR & S 2ND AVE
	EASTVIEW RD & EDGEBROOK	N,S	GREENFIELD DR & S 14TH ST
E	DR	E	HARMONY DR & S 3RD AVE
E	EDGEBROOK DR & FRIENDLY DR	W	HENRY DR & S 7TH AVE
	EDGEBROOK DR & NEWCASTLE	S	HENRY DR & S 9TH AVE
E	RD		HIGHLAND ACRES RD &
E	EDGEBROOK DR & S 5TH AVE	N,S	LINCOLN WAY
E	EDGEBROOK DR & THOMAS DR		HIGHLAND ACRES RD & MAIN ST
	EDGEBROOK DR &	N	RD
E	THUNDERBIRD DR		HIGHLAND ACRES RD & NELSON
E	EDGEBROOK DR & WALTERS CIR	W	RD
N,S	EDGELAND DR & S 3RD ST	N	HILLCREST RD & W OLIVE ST
N,S	EDGELAND DR & S 5TH ST	E,W	HUGHES ST & N 4TH ST
		E	INNES BLVD & N 3RD ST

S,E,W	IOWA AVE E & S 18TH AVE & S 18TH ST	W	MARSHALLTOWN COMM COLL & REED AVE
S	IOWA AVE W (OLD US 30) & MAYTAG RD	E,W	MAY ST & S 3RD AVE
N	IOWA AVE W (OLD US 30) & PARKER AVE	N	MAY ST & S 5TH AVE
S	IOWA AVE W (OLD US 30) & S 12TH ST	N,S	MAY ST & S 7TH AVE
N,S	IOWA AVE W (OLD US 30) & S 2ND ST	N,S	MAY ST & S 8TH AVE
S	IOWA AVE W (OLD US 30) & S 8TH ST	N,S	MAY ST & S 9TH AVE
S	IOWA AVE W (OLD US 30) & VILLAGE CR	E,W	MAYTAG RD & S 6TH ST
S	IOWA AVE W (OLD US30) & S 14TH ST	W	MEADOW LN & S 6TH ST
E	IOWA VETERANS HOME & JEROME ST & N 9TH ST	N,S	MERLE HIBBS BLVD & S 2ND ST
N,S	JACKSON ST & S 8TH AVE	S	MERLE HIBBS BLVD & S 8TH ST
E,W	JACKSON ST & S 9TH AVE	N	N 10TH ST & SUMMIT ST
E	JEROME ST & N 3RD ST	S	N 10TH ST & W MAIN ST
N,S	JEROME ST & N 4TH ST	N,S	N 10TH ST & W STATE ST
N	JOAN TERR & LELAND CT	N	N 11TH ST & SUMMIT ST
N	KNOLLWOOD DR & W OLIVE ST	S	N 11TH ST & W MAIN ST
E	KOEPER DR & S 3RD AVE	N,S	N 11TH ST & W STATE ST
S	LARK FIELD CT & ROLLING MEADOWS RD	N	N 12TH ST & SUMMIT ST
E	LARK FIELD CT & S 12TH ST	S	N 12TH ST & W MAIN ST
E	LEO ST & N 3RD AVE	N,S	N 12TH ST & W STATE ST
N	LINCOLN TOWER CIR & LINCOLN WAY	E,W	N 13TH ST & SUMMIT ST
N	LINCOLN WAY & MERRITT RD	W	N 13TH ST & W STATE ST
S	LINCOLN WAY & ORCHARD DR	N	N 14TH ST & SUMMIT ST
N,S	LINCOLN WAY & S 12TH ST	S	N 14TH ST & W MAIN ST
S	LINCOLN WAY & S 14TH ST	S	N 15TH ST & SUMMIT ST
W	LINCOLN WAY & S 6TH ST		N 15TH ST & SUMMIT ST & TAFT ST
N	LINCOLN WAY & S 7TH ST	N,S	N 16TH ST & SUMMIT ST
N,S	LINCOLN WAY & S 9TH ST	S	N 16TH ST & W STATE ST
W	LINWOOD ST & N 3RD AVE	S	N 17TH ST & SUMMIT ST
N,S	LINWOOD ST & N 4TH AVE	S	N 17TH ST & W MAIN ST
N,S,E	LINWOOD ST & N 5TH AVE	N	N 18TH ST & SUMMIT ST
N	MAIN ST RD & S 29TH ST	N	N 19TH ST & SUMMIT ST
S	MAIN ST RD & VALLEY VIEW RD & W MAIN ST	S	N 19TH ST & W MAIN ST
S	MAPLE BLVD & W SOUTHRIDGE RD	E,W	N 19TH ST & W STATE ST
N	MAPLE BLVD & WESTWOOD DR	N	N 1ST AVE & RIVERSIDE ST
W	MARKET ST & S 2ND AVE	E	N 1ST AVE & E GRANT ST
		N,S	N 1ST ST & N CENTER ST
		E,W	N 1ST ST & W GRANT ST
		N,S	N 1ST ST & W LINCOLN ST
		E,W	N 1ST ST & W NORTH ST
		N,S	N 1ST ST & W STATE ST
		E,W	N 1ST ST & W WEBSTER ST
		S	N 21ST ST & W STATE ST
		S	N 25TH ST & W MAIN ST

N N 27TH ST & SUMMIT ST
 N,S N 2ND AVE & RIVERSIDE ST
 N N 2ND ST & N CENTER ST
 E,W N 2ND ST & W GRANT ST
 N,S N 2ND ST & W LINCOLN ST
 N,S N 2ND ST & W STATE ST
 W N 2ND ST & W WEBSTER ST
 W N 3RD AVE & WOODLAND ST
 E N 3RD ST & PARK ST
 E N 3RD ST & SUMMIT ST
 W N 3RD ST & W GRANT ST
 W N 3RD ST & W LINCOLN ST
 E,W N 4TH AVE & RIVERSIDE ST
 S N 4TH AVE & WOODLAND ST
 E,W N 4TH ST & PARK ST
 N 4TH ST & S 4TH ST & W MAIN ST
 N,S ST
 N,S N 4TH ST & SUMMIT ST
 N,S N 4TH ST & W STATE ST
 N N 5TH AVE & WOODLAND ST
 N 5TH ST & S 5TH ST & W MAIN ST
 N,S ST
 N,S N 5TH ST & SUMMIT ST
 N,S N 5TH ST & W STATE ST
 N,S N 6TH ST & SUMMIT ST
 S N 6TH ST & W MAIN ST
 N,S N 6TH ST & W STATE ST
 N 7TH ST & S 7TH ST & W MAIN ST
 N,S ST
 N,S N 7TH ST & SUMMIT ST
 N,S N 7TH ST & W STATE ST
 N S 7TH AVE & SOUTHRIDGE RD
 N 8TH ST & S 8TH ST & W MAIN ST
 N,S ST
 N,S N 8TH ST & SUMMIT ST
 N,S N 8TH ST & W STATE ST
 N,S N 9TH ST & SUMMIT ST
 E,W N 9TH ST & W STATE ST
 W N CENTER ST & RIVERSIDE ST
 W NEWCASTLE RD & S 1ST AVE
 N,S NEWCASTLE RD & S 5TH AVE
 N,S NICHOLAS DR & S 2ND ST
 W NICHOLAS DR & S 6TH ST
 E,W OLSON WAY & S 3RD AVE
 E PALMER ST & S 3RD AVE

W PALMER ST & S CENTER ST
 W PINE ST & S 2ND AVE
 E PINE ST & S 3RD AVE
 W PLAYER ST & S 6TH ST
 W PLEASANT VIEW RD & S 6TH ST
 W PRAIRIE LN & S 12TH ST
 E,W RAINBOW DR & S 3RD AVE
 E,W RATCLIFF DR & S 7TH AVE
 W RICHARD LN & S 6TH ST
 E,W ROBERTS TER & S 6TH ST
 N ROBERTSON DR & W OLIVE ST
 ROLLING MEADOWS RD & S 12TH ST
 E ROLLING MEADOWS RD & S 14TH ST
 N S 10TH ST & W BOONE ST
 N,S S 10TH ST & W CHURCH ST
 N S 11TH ST & W CHURCH ST
 N,S S 12TH ST & W CHURCH ST
 E,W S 12TH ST & W LINN ST
 N S 12TH ST & W MAIN ST
 S S 12TH ST & W OLIVE ST
 N S 12TH ST & WESTWOOD DR
 S S 14TH ST & W CHURCH ST
 N S 14TH ST & W MAIN ST
 N,S S 16TH ST & W MAIN ST
 N,S S 1ST ST & W BOONE ST
 N,S S 1ST ST & W CHURCH ST
 E,W S 1ST ST & W FERNER ST
 N,S S 1ST ST & W INGLEDUE ST
 N,S S 1ST ST & W LINN ST
 S S 1ST ST & W MADISON ST
 N,S S 1ST ST & W NEVADA ST
 S S 1ST ST & W OLIVE ST
 W S 2ND ST & W BERLE RD
 N,S S 2ND ST & W BOONE ST
 N,S S 2ND ST & W CHURCH ST
 E,W S 2ND ST & W HIGH ST
 N,S S 2ND ST & W INGLEDUE ST
 N,S S 2ND ST & W LINN ST
 N,S S 2ND ST & W MADISON ST
 E,W S 2ND ST & W NEVADA ST
 S S 2ND ST & W OLIVE ST
 S S 2ND ST & W SOUTH ST
 N S 2ND ST & W SOUTHRIDGE RD

S,E,W S 2ND ST & WASHINGTON ST
 E,W S 3RD AVE & THOMAS DR
 E,W S 3RD AVE & THUNDERBIRD DR
 E S 3RD AVE & YOUNG ST
 N S 3RD AVE PL & THOMAS DR
 S S 3RD AVE PL & THUNDERBIRD DR
 E S 3RD ST & W LINN ST
 N,S,E,W S 3RD ST & W MADISON ST
 E,W S 3RD ST & W NEVADA ST
 N S 3RD ST & W OLIVE ST
 N S 4TH AVE & THOMAS DR
 S S 4TH AVE & THUNDERBIRD DR
 S S 4TH ST & SUNSET LN
 N,S S 4TH ST & W BOONE ST
 N,S S 4TH ST & W CHURCH ST
 N,S S 4TH ST & W LINN ST
 N,S S 4TH ST & W MADISON ST
 E,W S 4TH ST & W NEVADA ST
 N,S S 4TH ST & W OLIVE ST
 N,S S 4TH ST & WASHINGTON ST
 N,S S 5TH AVE & THUNDERBIRD DR
 N,S S 5TH ST & W BOONE ST
 N,S S 5TH ST & W CHURCH ST
 N,S S 5TH ST & W LINN ST
 N,S S 5TH ST & W MADISON ST
 E,W S 5TH ST & W NEVADA ST
 N,S S 5TH ST & W OLIVE ST
 N S 5TH ST & WESTWOOD DR
 W S 6TH ST & TERRY TER
 S S 6TH ST & W BOONE ST
 S S 6TH ST & W CHURCH ST
 W S 6TH ST & W HIGH ST
 E,W S 6TH ST & W INGLEDUE ST
 S S 6TH ST & W LINN ST
 N,S S 6TH ST & W MADISON ST
 E,W S 6TH ST & W NEVADA ST
 W S 6TH ST & W SOUTH ST
 E,W S 6TH ST & W SOUTHRIDGE RD
 E,W S 6TH ST & WASHINGTON ST
 N,S,E,W S 6TH ST & WESTWOOD DR
 W S 7TH AVE & JOAN TERR
 W S 7TH AVE & TRAVIS DR
 S S 7TH ST & W BOONE ST

N,S S 7TH ST & W CHURCH ST
 N,S S 7TH ST & W LINN ST
 N,S S 8TH ST & W BOONE ST
 N,S S 8TH ST & W CHURCH ST
 N,S S 8TH ST & W LINN ST
 N,S S 8TH ST & W SOUTHRIDGE RD
 E S 9TH ST & SUNSHINE DR
 E,W S 9TH ST & W BOONE ST
 E,W S 9TH ST & W CHURCH ST
 W, S 9TH ST & W MADISON ST
 E,W S 9TH ST & W NEVADA ST
 S S 9TH ST & WASHINGTON ST
 W S CENTER ST & E LAFRENTZ LN
 S CENTER ST & SANTA BARBARA DR
 E S CENTER ST & W FERNER ST
 E SANTA BARBARA DR & WARDVIEW RD
 N SOUTHRIDGE CIR & W SOUTHRIDGE RD
 S SOUTHRIDGE RD
 N,S STRATFORD LN & WESTWOOD DR
 N SUMMIT RD & SUMMIT ST & VALLEY VIEW RD
 S TIMBERLINE RD & WESTWOOD DR
 N VERMILLION LN & WESTWOOD DR
 N W MADISON ST & WILSON CIR
 S W SOUTHRIDGE RD & WAKEFIELD DR
 N,S W SOUTHRIDGE RD & WAUCONDA RD
 N,S WAKEFIELD DR & WAUCONDA RD
 N,S WAKEFIELD DR & WESTWOOD DR
 N,S,E,W E LEE ST & N 11TH AVE
 N,S,E,W E MAIN ST & N 1ST AVE & S 1ST AVE
 N,S,E,W E MAIN ST & N 7TH AVE & S 7TH AVE
 N,S,E,W E MAIN ST & N CENTER ST & S CENTER ST & W MAIN ST
 N,S,E,W E NEVADA ST & GOVERNOR RD & S 12TH AVE
 N,S,E,W E OLIVE ST & S 2ND AVE
 N,S,E,W E OLIVE ST & S 3RD AVE
 N,S,E,W E SOUTHRIDGE RD & S 3RD AVE

N,S,E,W	E STATE ST & N 7TH AVE	N,S,E,W	S CENTER ST VIADUCT RAMP
N,S,E,W	E STATE ST & N CENTER ST & W	N,S,E,W	(TO/FROM WASHINGTON ST)
N,S,E,W	STATE ST	E,W	BEER GARDEN RD & E NEVADA
N,S,E,W	EDGELAND DR & S 4TH ST	E,W	ST RR CROSSING
N,S,E,W	FRONTAGE RD & S CENTER ST	E,W	E BOONE ST & RR TRACKS EAST
N,S,E,W	IOWA VETERANS HOME &	E,W	OF 8TH AVE S
N,S,E,W	SUMMIT ST	E,W	E BROMLEY ST & RR TRACKS
N,S,E,W	MEADOW LN & S 4TH ST	E,W	EAST OF 8TH AVE S
N,S,E,W	MERLE HIBBS BLVD & S 6TH ST	E,W	REX RYDEN ROAD & S 18TH AVE
N,S,E,W	N 1ST ST & S 1ST ST & W MAIN	N	RR TRACK CROSSING
N,S,E,W	ST	N	MELISSA LN
N,S,E,W	N 2ND ST & S 2ND ST & W MAIN	N,S	E BOONE ST & S 12TH AVE PL
N,S,E,W	ST	E,W	E BOONE ST & S 6TH AVE
N,S,E,W	N 3RD ST & S 3RD ST & W MAIN	E	E BOONE ST & S 8TH AVE
N,S,E,W	ST	W	E MARION ST & N 1ST AVE
N,S,E,W	N 3RD ST & W STATE ST	E,W	E MARION ST & N CENTER ST
N,S,E,W	N 9TH ST & S 9TH ST & W MAIN	N	E OLIVE ST & S 18TH AVE
N,S,E,W	ST	N	HARRISON DR & W BOONE ST
N,S,E,W	N CENTER ST & W GRANT ST	N	INNES BLVD & N 4TH ST
N,S,E,W	NEWCASTLE RD & S 3RD AVE	W	JACKSON ST & S 7TH AVE
N,S,E,W	PLEASANT VIEW RD & S 4TH ST	N,S	JEROME ST & N 5TH ST
N,S,E,W	S 12TH ST	N	N 21ST ST & SUMMIT ST
N,S,E,W	S 13TH ST & W CHURCH ST	N	N 22ND ST & SUMMIT ST
N,S,E,W	S 13TH ST & W LINN ST	S	S 12TH ST & W BOONE ST
N,S,E,W	S 3RD ST & W BOONE ST	S	S 13TH ST & W BOONE ST
N,S,E,W	S 3RD ST & W CHURCH ST		
N,S,E,W	S 4TH ST & W INGLEDUE ST		

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #15015 makes changes to and codifies chapter 76 of the City Code relating to placement of stop signs, with the addition of a Westbound sign on Washington St at South 12th Street.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Alicia Hunter, City Clerk

TO: Mayor and City Council

FROM: Luisa Ortega

DATE: March 4, 2021

SUBJECT: 4th of July Fireworks Fund

I, Luisa Ortega, would like to be consider on the City Council agenda to request funds for the purchase of fireworks. The 4th of July is soon approaching and I need to confirm this year's purchase from J&M Displays as well as a pyrotechnic. Thank you for your past support and I hope we can continue to receive your approval.

Best Regards,

Luisa Ortega
641-751-0067

MARSHALLTOWN

I O W A

March 8, 2021

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Vacant Building Ordinance

Policy Issue: Over the past 10-15 years the City has taken a much more proactive approach to dealing with vacant and/or abandoned buildings especially when a code violation exists. Tracking these properties and maintaining contact information takes a significant amount of time and regularly involves enforcement measures. Adopting a Vacant Building Ordinance would help in tracking properties and ensuring a certain level of compliance.

A number of vacant properties are ultimately acquired by the City through a tax certificate or 657A process when they have been abandoned. We have seen in recent years problem properties turn over to holding companies or new owners without complying with basic standards. These transfers often cause additional delay and expense when enforcing City codes, especially when legal notifications are required.

Recommendation: Staff is requesting guidance from the Council on how to proceed with the implementation of an ordinance. There are multiple approaches to managing this issue and applying codes. Here are some specific areas that we would like the Council to make decisions on.

Registrations

1. What property types should be included?
 - a. Vacant lots
 - b. Residential buildings
 - c. Commercial buildings
 - d. Industrial buildings
 - e. Accessory buildings
 - f. Partially occupied buildings (i.e. Multi-family rental property that has 1 or more non-compliant units in the building. This has become more frequent since the disasters)
2. How often should properties be registered?
 - a. Within 30 day of becoming vacant
 - b. Within 6 months of becoming vacant
 - c. Annually once identified
 - d. At changes in ownership
 - e. Other
3. What information should be collected?
 - a. Owner contact information

Housing & Community Development

36 North Center Street, Marshalltown, IA 50158

Tel. (641) 754-5756 - Fax (641) 754-5742

- b. Agent contact information
- c. Attorney information if applicable
- d. Proof of property insurance
- e. Utility service (connected or disconnected)
- 4. What fees should be charged?
 - a. Minimum registration fee – cover staff time for processing registration paperwork.
 - b. Inspection fee – cover staff time or contracted inspections of the property for compliance.
 - c. Tiered approach based on the length of time a property remains vacant.
- 5. What codes do you want to apply to the property?
 - a. Basic nuisance codes such as snow removal, mowing, misc. junk.
 - b. Property maintenance codes that apply to the exterior of the building such as broken windows, holes in the roof, missing siding.
 - c. Interior property codes such as plumbing, electrical, fire, rental housing and building. Typically, most of these apply to new construction and renovations. In some cases, such as for rental properties, we have codes that are applied to existing conditions. We may need to adopt new codes to apply to the interior conditions. One option would be to adopt the International Property Maintenance Code as a reference and identify what sections would be applicable for this ordinance.
- 6. Should there be a time frame for allowing vacant properties?
 - a. If so is it different for residential vs. commercial/industrial?
- 7. How would you like to manage this program?
 - a. City staff – this may require additional staffing or changes to staff responsibilities.
 - b. Contracted service
 - c. Combination
- 8. Other discussion by the Council

There are several sample ordinances from other communities that can be evaluated, modified and adopted based on our community needs and how the Council wished to proceed.

Background: The City has never had a specific vacant building ordinance. We have handled vacant and abandoned properties primarily as public nuisances and dangerous buildings. Other codes such as the zoning ordinance and rental housing code may be impacted by an adoption of an ordinance.

Budget Impact: Abandoned and vacant properties often require a significant amount of staff time with respect to nuisance enforcement. The annual registration fee could help offset the expenses associated with vacant properties. We will need to evaluate the additional time and resources needed to implement this ordinance and develop a comprehensive proposal based on the level of compliance required.

Attachment: None

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: March 1, 2021
RE: West Merle Hibbs Parcel

The City of Marshalltown owns a 0.09 acre parcel, Lot G, on the north side of West Merle Hibbs. This parcel was quit claimed to the City in 2003 as part of the final plat process with the intentions of serving as a recreational trail. The map below shows the location of the parcel.

As you will recall, a developer is acquiring the surrounding land for a housing development. We introduced them to you as Jeff Royal/RFSI, LLC at the October 26, 2020, meeting. Since that time, they have made a new entity for the project called Glenwood Marshalltown LLC. In their process of setting up a preliminary plat, the proposal for streets and lots renders a recreational trail as was thought of in 2003 as unfeasible due to the steep terrain going north of West Merle Hibbs. They do see this as being a parcel which can contribute to a new single family lot on West Merle Hibbs and have asked if the City would consider disposing of the parcel.

After further review, there is not a need to retain Lot G. The City was also originally deeded Lot F on the south side of the road for the same purpose, and the City disposed of that lot in 2007. The engineering of the area does not work with the original master plan for this area, negating the original intent of the lot. Therefore, I recommend the Council consider a resolution at the March 22nd meeting to set a public hearing to dispose of this lot to the developer, RFSI LLC, for \$1.



City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin

