

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 28, 2021, 5:30 PM

Join the meeting through Go To Meeting at <https://global.gotomeeting.com/join/345543693> or by calling (646) 749-3122 with Access Code: 345-543-693.

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 - June

Rick Earley - 5 years

F. CONSENT AGENDA

1. APPROVE MINUTES 06/14/21 MEETING AND BILL LIST
\$1,367,067.11

Documents:

[06-14-21 Council Proceedings.pdf](#)
[06-28-2021_BILL LIST Summary.pdf](#)
[06-28-2021_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWAL FOR FRIENDS OF THE
ORPHEUM THEATER (FOOT)- 220 EAST MAIN STREET

3. APPROVE TREE TRIMMER LICENSE - KERWOOD

ENTERPRISES LLC

Documents:

[Application - Kerwood Enterprises LLC.pdf](#)

4. RESOLUTION 2021-148 ACCEPTING THE DOWNTOWN IMPROVEMENT PLAN

Please see Downtown Improvement Plan under "Discussion" for the a copy of the Plan.

Documents:

[06-28-2021_2021-148 Accepting Downtown Improvement Plan.pdf](#)

5. RESOLUTION 2021-149 AMENDING RESOLUTION 2021-144 APPROVING A CONTRACT WITH DAN'S OVERHEAD DOORS TO CORRECT THE CONTRACT AMOUNT TO \$302,054

Documents:

[06-28-2021_2021-149 Amend Prior Res for Dans Overhead Doors.pdf](#)

6. RESOLUTION 2021-150 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[06-28-2021_2021-150 Approving DOT Annual Maintenance Agreement.pdf](#)
[Marshalltown Supplemental.pdf](#)

7. RESOLUTION 2021-151 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE Row A DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[06-28-2021_2021-151 2021 Approving Annual IVH Maintenance Agreement.pdf](#)
[IVH-Marshalltown.pdf](#)

8. RESOLUTION 2021-152 APPROVING CONTRACT CHANGE

ORDER #3 FOR THE TIMBER CREEK PEDESTRIAN BRIDGE
PROJECT #PRK18001 A DECREASE OF \$3,517.75

Documents:

[PRK18001 Change Order 3 Final signed 6-16-21.pdf](#)
[06-28-2021_2021-152 Approving CO 3 PRK18001 Timber
Creek Bridge.pdf](#)

9. RESOLUTION 2021-153 APPROVING ENGINEER'S STATEMENT
OF COMPLETION AND ACCEPTING THE BOULDER
CONTRACTING, LLC TIMBER CREEK PEDESTRIAN BRIDGE
RECONSTRUCTION PROJECT, BEING PROJECT NO. PRK18001,
WITH A FINAL PROJECT COST IN THE AMOUNT OF \$358,893.05

Documents:

[06-28-2021_2021-153 Accepting Timber Creek Bridge
PRK18001.pdf](#)
[Timber Creek001.pdf](#)

10. RESOLUTION 2021-154 APPROVING CONTRACT CHANGE
ORDER #4 FOR THE EAST MERLE HIBBS BOULEVARD EAST
EXTENSION PROJECT #ECO19001 A DECREASE OF
\$51,077.31

Documents:

[06-28-2021_2021-154 Approving CO4 East Merle Hibbs
ECO19001.pdf](#)
[ECO19001 Memo for Change Order 4.pdf](#)

11. RESOLUTION 2021-155 APPROVING CONTRACT CHANGE
ORDER #1 & #2 FOR THE AIRPORT VAULT IMPROVEMENTS
PROJECT #ARP19002 A DECREASE OF \$8,702.69

Documents:

[06-28-2021_2021-155 Approving Change Order 1, 2
ARP19002.pdf](#)
[4482 Vault - Change Order 1 2021-5-26 - Signed.pdf](#)
[4482 Vault - Change Order 2 2021-5-26 - Signed.pdf](#)

12. RESOLUTION 2021-156 APPROVING CONTRACT CHANGE
ORDER #1 FOR THE AIRPORT HANGAR, TERMINAL AND SITE
IMPROVEMENTS PROJECT #ARP19001 AN INCREASE OF
\$8,937.56

Documents:

[06-28-2021_2021-156 Approving Change Order 1
ARP19001.pdf](#)
[4482 Hangar-Terminal - Change Order 1 2021-6-1
Signed.pdf](#)

13. RESOLUTION 2021-157 APPROVING SETTLEMENT

Documents:

[06-28-2021_2021-157 Resolution Approving Settlement
Schmitt v. City of Marshalltown.pdf](#)

14. RESOLUTION 2021-158 A RESOLUTION TO APPROVE THE
STATE RECREATIONAL TRAIL APPLICATION FOR THE IOWA
RIVER'S EDGE TRAIL

Documents:

[06-28-2021_2021-158 Approving Application for State Rec
Trail Grant.pdf](#)

15. RESOLUTION 2021-159 ORDERING CONSTRUCTION OF THE
2021 DERECHO STREAM CHANNEL CLEARING PROJECT
SMW21001, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED
COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[06-28-2021_2021-159 Ordering Construction on
SMW21001 NRCS Stream Cleaning.pdf](#)
[SMW21001 Derecho Stream Clearing Plans.pdf](#)
[SMW21001 Derecho Stream Clearing Project Manual.pdf](#)
[SMW21001 Memo to Order Construction.pdf](#)
[SMW21001 Official Notice of Hearing and
Advertisement.pdf](#)

16. RESOLUTION 2021-160 APPROVING CONTRACT CHANGE
ORDER #3 FOR THE S. 1ST STREET PARKING LOT
STORMWATER IMPROVEMENTS PROJECT #PLT19001 A
DECREASE OF \$1,060.00

Documents:

[06-28-2021_2021-160- Approving Change Order 3
PLT19001.pdf](#)
[CO3 PLT19001001.pdf](#)

17. RESOLUTION 2021-161 APPROVING A MEMORANDUM OF
UNDERSTANDING WITH THE SALVATION ARMY INC. FOR
ENFORCEMENT OF PARKING RESTRICTIONS IN A PERPETUAL
PARKING EASEMENT

Documents:

[06-28-2021_2021-161 Approving MOU Salvation Army 13th
Street Parking.pdf](#)
[03-12-2012_2012-043_City Signed Res Parking Salv
Army.pdf](#)
[mouparking.pdf](#)

G. **MOTIONS**

H. **REPORTS**

I. **RESOLUTIONS**

1. **RESOLUTION 2021-162 APPROVING CITY FEES**

Documents:

[06-28-2021_2021-162 Resolution Approving City Fees.pdf](#)
[FY22 Fee Schedule Final.pdf](#)

2. **RESOLUTION 2021-163 PLEDGING \$250,000 TO THE RENOVATION OF THE FISHER COMMUNITY CENTER AND MARTHA-ELLEN TYE THEATER**

Documents:

[06-28-2021_2021-163 Resolution FCC LOST Pledge.pdf](#)
[LOST detail FY21 and FY22.pdf](#)

3. **RESOLUTION 2021-164 TO APPROVE THE CODE BUILDING UPGRADE GRANT APPLICATION FOR 4 EAST MAIN STREET, MARSHALLTOWN, IOWA**

Documents:

[06-28-2021_2021-164 Resolution to Approve Code Upgrade Grant at 4 E. Main Street.pdf](#)
[Code Upgrade Grant for 4 E Main Memo.pdf](#)
[FacadeGrantsListing Updated June 2021.pdf](#)

4. **RESOLUTION 2021-165 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE COMMUNITY POLICING DEVELOPMENT (CPD) CRISIS INTERVENTION TEAMS (CIT) PROGRAM THROUGH THE UNITED STATES DEPARTMENT OF JUSTICE**

Documents:

[06-28-2021_2021-165 Approve DOJ CIT Grant Application Process.pdf](#)
[Community Policing Development CPD Crisis Intervention Teams CIT Program.pdf](#)

5. **RESOLUTION 2021-166 AUTHORIZING THE CITY TO SUBMIT AN US DEPARTMENT OF TRANSPORTATION (DOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT**

Documents:

[06-28-2021_2021-166 Approving RAISE Grant](#)

[Application.pdf](#)

[06-28-2021_2021-166 MEMO_RAISE Grant.pdf](#)

[06-28-2021_2021-166 RAISE Grant OPC.pdf](#)

6. TENTATIVE RESOLUTION 2021-167 SETTING PUBLIC HEARING PROVIDING FOR AN EASEMENT AGREEMENT FROM THE CITY OF MARSHALLTOWN, IOWA TO ARCHWIRE RENTALS LLLP, FOR AN ADA ACCESSIBLE RAMP

Documents:

[06-28-2021_2021-167 Tentative Resolution Archwire Easement.pdf](#)

[Archwire ADA Ramp Easement Agreement.pdf](#)

[13th elbow -STOOP.PDF](#)

7. TENTATIVE RESOLUTION 2021-168 PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO ALLEN HEALTH SYSTEMS, INC. DBA UNITY POINT HEALTH-WATERLOO

Documents:

[06-28-2021_2021-168 Tentative Resolution Vacation of Alley to UPH.pdf](#)

[06-28-2021_2021 Memo on UPH Alley Vacation.pdf](#)

8. RESOLUTION 2021-169 APPROVING CHANGE ORDER 1 TO THE 2021 PHASE 2 DEMOLITION CONTRACT WITH LANSING BROTHERS CONSTRUCTION CO. INC., AN INCREASE OF \$48,750

Documents:

[06-28-2021_2021-169 Demo Phase 2 Change Order 1 Lansing Construction.pdf](#)

[06-28-2021_2021-169 CO1 Phase 2 Demolition 2021.pdf](#)

9. PUBLIC HEARING AND RESOLUTION 2021-170 APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE, 2430 233rd STREET, TO THE CITY OF MARSHALLTOWN.

Documents:

[06-28-2021_2021-170 Resolution Approving Allison Annexation.pdf](#)

[05-24-2021_2021-128_Application 2430 233rd St Annexation.pdf](#)

[05-24-2021_2021-128_CC Memo 2430 233rd St Annexation.pdf](#)

10. PUBLIC HEARING AND RESOLUTION 2021-171 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF LOT 1 AND

LOT 2 OF THE VIEJO BLUFFS FIRST ADDITION HEREIN
DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO
IOWA RIVER HOSPICE INC

Documents:

[06-28-2021_2021-171 Resolution Approving Sale of Viejo
Bluffs to Iowa River Hospice.pdf](#)

J. **ORDINANCES**

1. ORDINANCE 15021 AN ORDINANCE TO AMEND THE CODE OF
ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING
CHAPTER 31.047 ESTABLISHING THE BOARD OF COMMUNITY
CENTER TRUSTEES

1st Reading

Documents:

[2021-06-28_15021 ORDINANCE repealing FCC BOARD
OF TRUSTEES.pdf](#)

K. **DISCUSSION**

1. Center Street Viaduct Update

Documents:

[Executive Summary South Center Street Bridge Evaluation-
DRAFT.pdf](#)

2. Downtown Improvement Plan Presentation And Discussion

Documents:

[Downtown Implementation Plan Report-draft 0611.pdf](#)

3. Initial Review Of FY22 GO Borrowing

Documents:

[FY22 Borrowing Memo.pdf](#)
[FY 22-27 Debt Capacity Calculations 6.24.21 0.5 growth.pdf](#)
[Debt Capacity Project Workbook FY22.pdf](#)

4. Splash Pad At The Farmer's Market (106 N 2nd Ave)

Documents:

[Councilor Ladehoff Letter on Splash Pad.pdf](#)

5. Request To Name MEGA-10 Caboose

Documents:

DISCUSSION Memo on Naming of Caboose in Mega-10
Park.pdf
Email Stan Brown Caboose Naming.pdf
City Facility Naming Policy .pdf

6. Discussion Of Fire Insurance Fee

Documents:

6.14 Fire Fee Memo.pdf

L. **PUBLIC COMMENT**

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

M. **ADJOURN**

MISSION STATEMENT

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

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

COUNCIL PROCEEDINGS

June 14, 2021

Mayor Joel Greer called the meeting to order at 5:30 PM, June 14, 2021, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Gowdy, Hoop, Ladehoff, Martin, Thompson, Wirin; Absent: Isom. Mayor Greer recognized Mary Stevens for over 21 years of service on the Civil Service Commission.

CONSENT AGENDA

Motion by Wirin, second by Gowdy to adopt the consent agenda, less item 9 and 16: APPROVE MINUTES 05/24/21 MEETING AND BILL LIST \$3,325,546.01; CIVIL SERVICE NEW HIRE LIST - POLICE OFFICER; APPOINT CHRIS BENNETT TO THE CIVIL SERVICE COMMISSION; APPOINT GABE ISOM AS A COUNCIL ALTERNATE ON THE EXECUTIVE BOARD OF THE SOLID WASTE MANAGEMENT COMMISSION; APPROVAL OF RENEWAL APPLICATIONS FOR STATE OF IOWA RETAIL CIGARETTE, TOBACCO, NICOTINE AND VAPOR LICENSES, THROUGH 6/30/2022 FOR EAST SIDE LIQUOR & GROCERY, 1116 E NEVADA ST, JIFFY #922, 111 S 3RD AVE, 7 RAYOS LIQUOR STORE, 120 E MAIN ST, GIT-N-GO #34, 3303 S CENTER ST, GIT-N-GO #35, 902 LINCOLN WAY, KWIK STAR #394, 2500 S CENTER ST, KWIK STAR #607, 814 S 6TH ST, KWIK STAR #706, 810 S 3RD AVE, LIQUOR & GROCERY DEPOT, 114 N CENTER ST, HY-VEE INC, 802 S CENTER ST, HY-VEE GAS, 808 S CENTER ST, VAUGHN'S PUB, 22 N 1ST AVE, GOLDEN LAND ASIAN FOOD INC, 11 E STATE ST; APPROVE LIQUOR LICENSE RENEWALS FOR ZAMORA FRESH MARKET, 4 E MAIN ST, ELMWOOD COUNTRY CLUB, 1734 COUNTRY CLUB LANE, JB BAR, 915 TURNER ST, TREMONT ON MAIN, 22-26 W MAIN ST, MARSHALL BEER WINE SPIRITS, 11 N 3RD AVE, HY-VEE GAS, 808 S CENTER ST; RESOLUTION 2021-134 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A NEIGHBORHOOD BLOCK PARTY; RESOLUTION 2021-135 ACCEPTING THE AWARD TERMS AND CONDITIONS OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FROM THE U.S. DEPARTMENT OF THE TREASURY; RESOLUTION 2021-137 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC. FOR THE UPH SECONDARY ACCESS STREET PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$55,200.00; RESOLUTION 2021-138 APPROVING CONTRACT CHANGE ORDER #2 FOR THE EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT # SMW20004 AN INCREASE OF \$10,094.10; RESOLUTION 2021-139 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE CON-STRUCT, INC. EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT, BEING PROJECT NO. SMW20004, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$159,143.00; RESOLUTION 2021-140 APPROVING THE TITLE VI AGREEMENT AND ASSURANCES FOR THE CITY OF MARSHALLTOWN; RESOLUTION 2021-141 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2022; RESOLUTION 2021-142 TO APPROVE 6-MONTH EXTENSION OF TIME TO COMPLETE THE FAÇADE GRANT WORK FOR 32 E. MAIN STREET AND 8 N. 1ST AVE; RESOLUTION 2021-144 APPROVING A CONTRACT WITH DAN'S OVERHEAD DOORS FOR \$299,554 TO

COMPLETE WORK AT THE MARSHALLTOWN AIRPORT FUNDED BY INSURANCE PROCEEDS. Motion carried 6-0.

Motion by Wirin, second by Martin to adopt RESOLUTION 2021-136 APPROVING AN AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR TOURISM AND PROMOTIONAL. Motion by Thompson to amend the agreement with the Marshalltown Area Chamber of Commerce for tourism and promotional to the state required amount of 50% of hotel/motel tax instead of 67%. Motion failed due to no second. Original motion carried 5-1, Thompson dissenting.

Motion by Gowdy, second by Thompson to adopt RESOLUTION 2021-143 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF LOT 1 AND LOT 2 OF THE VIEJO BLUFFS FIRST ADDITION HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO IOWA RIVER HOSPICE INC. Public comment: Mark Eaton, 1007 S 10th Ave, stated for the record we are selling this property at \$26,687 per acre to the Hospice House and he supports them fixing our shortfall maybe. Motion carried 6-0.

RESOLUTIONS

Motion by Gowdy, second by Wirin to adopt RESOLUTION 2021-145 ACCEPTING QUIT CLAIM DEED RELATING TO VIEJO BLUFFS FIRST ADDITION. Michelle Spohnheimer, Housing and Community Development Director advised this is the subdivision of the parcel of land the city acquired to build the East Merle Hibbs Blvd creating 2 lots and a parcel of roadway. Motion carried 6-0.

Motion by Gowdy, second by Ladehoff to adopt RESOLUTION 2021-146 APPROVING FINAL PLAT FOR VIEJO BLUFFS FIRST ADDITION. Motion carried 6-0.

Motion by Wirin, second by Martin to adopt RESOLUTION 2021-147 ACCEPTING DEDICATION OF VIEJO BLUFFS FIRST ADDITION IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IA. Motion carried 6-0.

DISCUSSION

Clarissa Thompson, Executive Director of Mid Iowa Community Action requested the city partner with them on a grant application to assist with their \$2,081,000 renovation project of their new facility at 204 S 1st Avenue. This facility will house staff for most program services including Headstart. Marty Wymore, Region 6 Resource Partners advised the CDBG program is a federal grant through the State of Iowa and only cities and counties can apply. MICA is eligible as a sub-recipient. He would complete the \$500,000 grant application. Public comment: Mark Eaton, 1007 S 10th Ave, stated MICA is a good program but Community Block grants could be used for downtown to restore buildings; so we would be taking taxpayer money and giving it to a non-profit that has donors who get tax write-offs. Jessica Kinser, City Administrator clarified the city is not applying for a public facility grant but will apply for a downtown revitalization grant. There are multiple categories of community block grants and we can't submit more than one application in the same category so there is no conflict with this application. Motion by Ladehoff, second by Gowdy for staff to work with Region 6 and MICA to facilitate a public facility Community Development Block Grant application. Motion carried 6-0.

Jessica Kinser, City Administrator opened a discussion on the governance of the Fisher Community Center and disclosed that she is a member of the Fisher Governor Foundation Board of Trustees who owns the Fisher Community Center. Carol Hibbs, Vice President of the Fisher Governor Foundation, 2005 Elmcrest Drive, requested the city repeal code of ordinance 31.047 and disband the Board of Community Center Trustees since it is not a city-owned facility. Public comment: Mark Eaton, 1007 S 10th Ave, referenced Iowa code 384.12 section 11 and 12 referring to the city taxing for the maintenance of the facility and would like to know if a lease agreement exists. Jessica Kinser advised the council approved a modified lease in December 2020 stating there is no current occupancy and the Fisher Governor Board cannot provide what the lease requires but the city will continue to make payments. Motion by Wirin, second by Gowdy to repeal City of Marshalltown Code of Ordinance 31.047 Board of Community Center Trustees. Motion carried 6-0.

Jessica Kinser, City Administrator advised the Iowa DOT owns the 10.6 acres the Y Cultural Center and the Fisher Community Center sit on. The properties are considered excess right-of-way and a 99-year lease was done with the city in 1955 for \$3,000 with the Fisher Foundation who granted a sublease to the YMCA in 1959. The DOT completed a fair market value appraisal at \$44,000 for the 6.3 acres at the Fisher Community Center. If the city wishes to purchase the land, the DOT must first offer it to the original owners who are deceased and it would then be offered to the City. The Fisher Community Center, the Fisher Governor Foundation would like to be the owner of the land their building is on. Carol Hibbs, 2005 Elmcrest Drive, as director of the YMCA/YWCA, noted they would also like to move forward with the purchase of the 4.3 acres the Cultural Center is on or renew a lease. Public comment: Mark Eaton, 1007 S 10th Ave, the city just sold land to the Hospice House for \$26,687 per acre, what devalues this land to \$44,000; he believes it is worth \$170,000 and that the Fisher Governor Foundation has the funds to purchase it. Motion by Ladehoff, second by Martin to authorize Mayor Greer to issue a letter to the Iowa DOT authorizing the acquisition of 6.3 acres at the Fisher Community Center for \$44,000. Motion carried 5-1, with Thompson dissenting.

Jessica Kinser, City Administrator, advised as part of the Fisher Governor Foundation Board of Trustees she has been assisting the Fisher Community Center with grant funding for the \$3M funding gap for their renovation. They are eligible to apply for the state funded CAT Grant through Enhance Iowa/Iowa Economic Development Authority with a due date of 7/15. This grant requires project contributions from the city and county. Carol Hibbs, 2005 Elmcrest Drive, advised she has scheduled a meeting with the county to discuss. Public comment: Lee Bauder, 401 Orchard Drive, questioned who was responsible for insuring the building and why questioned why there is a shortfall in insurance proceeds. Carol Hibbs advised the building was insured however the renovation includes many enhancements and code upgrades beyond the insurance proceeds. Public comment: Mark Eaton, 1007 S 10th Ave, questioned why the board had not been completing code upgrades as they are issued and why there would be an insurance policy limit on code upgrade. Motion by Wirin, second by Martin to pledge \$250,000 of council-designated LOST for this grant application. Motion carried 4-2, with Hoop and Thompson dissenting.

Ryan Huegerich, HCI developer of the JBS apartments, requested the city delay the street extension off of 7th Avenue due to issues with finances. They would like to just put an entrance off

the 7th Avenue culdesac to get into the development parking lot for 180 units. He also requested a 20-year tax abatement schedule. If the council pushes to install the street they will delay the project to find a more suitable lot they can afford. Public comment: Mark Eaton, 1007 S 10th Ave, stated we bend for other developers so we should work with them if we want more housing. Jessica Kinser, City Administrator advised the developer is being asked to do the same things asked of other developers which are to pay for the plans and specs, water installation, and construction oversight. She clarified they can only fit 103 units on that site and it will need secondary access other than S 7th Ave going towards Olive St in order to construct more than 103 units. The comprehensive plan does not identify that as a dead end which could be modified if the council wishes to pursue this. Councilors did not agree with extending the tax abatement or delaying the street extension.

Mayor Greer called a 5-minute recess.

David Rierson, Fire Chief, presented fee changes for the Fire Department to include a \$5 increase on all permits, a \$25 increase on plan reviews, a \$10 increase on illegal burns, adopting the 2021 Iowa Fire Service Hazmat Response fee schedule, implementing a new standby fee for natural gas leaks and the collection of fire department services within property insurance policies. Motion by Wirin, second by Thompson to adopt all submitted fee changes. Motion carried 6-0.

Michael Tupper, Police Chief, recommended increasing fingerprinting services to \$20 and extra-duty employment jobs to \$55 per hour. Motion by Wirin, second by Thompson to adopt all submitted fee changes. Motion carried 6-0.

Michelle Spohnheimer, Housing and Community Development Director, presented changes to include increasing Sign Permits to \$50, Planned Unit Development Amendments with hearings to \$500, the new fee for the Vacant Property Code Registration of \$100 and Vacant Property Code Uninsured Property fee of \$3,000. Motion by Wirin, second by Martin to adopt all submitted fee changes. Motion carried 6-0.

Justin Nickel, Public Works Director, presented new fees for the special events trailer, multiple changes to the compost fees and electrical division fees, and updates to the WPCP fees. Motion by Wirin, second by Gowdy to adopt all submitted fee changes. Motion carried 6-0.

Michelle Spohnheimer, Housing and Community Development Director, is anticipating the retirement of a Rental Inspector in December. Staff is proposing a rental housing code review and evaluating contracting services for one of the rental inspection positions. Changes would take effect on January 1, 2022. Councilor Thompson does not agree with contracting services and would like the position to remain a city employee. Jessica Kinser, City Administrator, advised contracting services allows for improved inspection frequency since you would have more staff with a contracted firm, and the fee is directly reimbursed by the property owner. Councilors would like more information on contracting services. Motion by Wirin, second by Gowdy to proceed with the rental housing code review. Motion carried 6-0.

Wirin made a motion to table the discussion item of Quarterly Meetings with Marshall County Representatives in the interest of time. Motion failed due to no second. Councilors Thompson

advised Dave Thompson announced publicly that he would like to start having quarterly meetings with the city. Councilor Thompson and Ladehoff will meet with Dave Thompson to discuss resuming these meetings for elected officials. Jessica Kinser, City Administrator would like to ensure open meeting laws are followed and would like to be involved.

PUBLIC COMMENT

No public comment.

CLOSED SESSION

Motion by Wirin, second by Thompson to go into a closed session pursuant to Section 21.5, subsection (1), paragraph (c), of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. Motion carried 6-0 and the Council entered closed session at 8:13 pm. Motion by Gowdy, second by Martin to return to open session. Motion carried 6-0 and the Council returned to open session at 8:27 pm. Roll call—Present in person: Gowdy, Hoop, Ladehoff, Martin, Thompson, Wirin; Absent: Isom. Motion by Gowdy, second by Wirin for the City Administrator to proceed as discussed in closed session. Motion carried 6-0.

Motion by Wirin, second by Thompson to go into a 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 to reduce the price the governmental body would receive for that property. Motion carried 6-0 and the Council entered closed session at 8:29 pm. Councilor Thompson abstained from discussion and was dismissed from the chambers. Motion by Wirin, second by Gowdy to return to open session. Motion carried 5-0 and the Council returned to open session at 8:42 pm. Roll call—Present in person: Gowdy, Hoop, Ladehoff, Martin, Thompson, Wirin; Absent: Isom. Motion by Ladehoff, second by Wirin for the City Administrator to proceed as discussed in closed session. Motion carried 5-0, Thompson abstaining.

The meeting adjourned at 8:43 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Advertising

TR/8	1,171.91
Trending.Media/4	426.00

Buildings/Improvements

Adland.Engrvg/1	2,662.00
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Consulting & Professional Fees

AMERICAN.LEGAL./1	706.00
Bernie.Lowe/1	155.95
Bernie.Lowe.Asc/1	345.71
Bolton&Menk.Inc/6	8,690.00
Fox.Engrg.Assc/4	29,474.90
GRIMES.BUCK.SCH/3	4,800.00
Howard.R.Green/1	331.50
Lynch.Dallas.PC/6	6,754.20
SpecialtyVehicl/1	6,550.00
Stanard.Assoc/1	97.50
Structural.Engr/1	380.00

Contracts

Aramark.Unfrm/3	70.65
BDH/2	835.00
Bisek Family En/1	3,160.00
Boulder.Contrac/1	20,676.75
Caliber.Concret/1	21,917.38
Chamber.Commerc/1	12,500.00
Concrete/1	266.94
Construct/3	11,058.15
DENCO/1	34,129.50
Garling Construction/1	193,557.51
IA.Dpt.Safety/1	600.00
IA.Pump.Works/1	15,101.02
Idemia/1	2,636.00
Impact.7G.Inc/2	11,558.75
Johnson.Control/1	300.85
Koch.Office/2	52.62
Ledford,M/1	300.00
Library Market/2	4,000.00
Marsh.Co.Treas/3	30.00
Mtwn.Aviation/1	642.00
Mtwn.Wtrwrks/1	140.92
Municipal.Band/1	5,411.85
O.C.L.C.Inc/2	1,878.30
Premier.Equip/1	123.37
Region 6/2	5,938.70
Schendel.Pest.C/1	31.00
Schumacher.Elev/2	451.84
Servicemaster/1	1,847.00
Siemens.Indust/2	1,430.00
Stericycle.Inc/2	117.36
Stone.Sanit/1	115.56
Tri.State.Lock/1	86.00

Tuttle.Plmbg/1	351.76
Veren, Ben/1	180.00
Verizon.Connect/1	242.85
Xerox.Corp/2	80.57

Debt Service

UMB.Bank.NA/10	2,250.00
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Equipment/Minor

IA.Pump.Works/1	2,651.00
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Library Books

Baker.Taylor/22	3,194.49
BRODART.CO/2	262.67
Cengage.Learng/5	243.64
CenterPoint.Prn/2	156.99
Data Axle/1	1,000.00
EBSCO.Subscr/1	8,464.00
Findaway.World/2	157.71
Gardner.Publish/1	56.97
MicroMarketing./5	440.91
Midwest.Tape/7	7,643.90
OVERDRIVE,INC./4	2,281.47
TransparentLang/1	450.00
World.Book/1	1,178.00

Medical

Bernie.Lowe/1	2,935.73
Hunter Lane LLC/2	675.94
McFarland.Cl/4	252.56

Payroll.Deductions

IA.Treasurer/1	249.00
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Payroll.Net

Payroll/1	336,613.15
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Refund/Reimbursed

Whitmore, Kayla/1	36.56
Alliant.Energy/8	-597.36
Baker.Taylor/5	61.31
Boeyink, Bob/1	26.95
BRODART.CO/1	192.99
Buffington,D/1	42.00
Cross,C/1	42.00
Dougall,H/1	24.76
Edwards, Steff/1	21.60
EICHER,D/1	62.67
EIGENBERGER,D/1	21.76
Gonzalez,Rhonda/1	42.00
Hoskins, Connie/1	31.33
IA.Treasurer/1	39.00
Kinnetz, Courtn/1	100.00
Ladehoff,D/1	33.92
Manship, Angela/1	24.76
Mondragon, Guad/1	49.28

BILL LIST 06/28/21

Nelson, Breanna/1	32.00	Adland.Engrvg/2	331.95
Nguyen, Chinh/1	50.00	AM.Leonard.Inc/2	1,477.69
Nissen, Matthew/1	556.92	Arnold.Motor.Su/15	749.59
Opperman,Samant/1	74.12	Baker.Taylor/7	594.12
Perez,N/1	32.94	BDH/1	982.69
Rider, Matt/1	112.50	Bituminous.Mat/1	319.70
Skala, Raegan/1	95.00	Browns.Shoe.Fit/1	300.00
Tupper,M/1	168.00	City.Laundering/6	330.20
Rents/Leases		Cntrl.IA.Farm/3	839.26
PremierIowaCity/1	164.00	Concrete/6	4,980.71
Steelsmith,G/1	328.00	Crescent.Electrc/1	346.40
Service/Repairs		Crookshank.Plmb/1	3.49
AAA.Septic/1	235.00	DANS.OVERHEAD.D/1	899.69
Alliant.Energy/1	988.29	Dave.WrightCDRJ/1	184.00
Arnold.Motor.Su/1	14.70	DCI.SOR/1	60.00
Century.Link/30	562.44	DEMCO.INCORP./2	526.81
Centurylink.Id/5	10.98	Diamond.Vogel/1	3,406.00
CGA.Assoc/1	4,250.00	Donaldson Corp/1	2,297.06
Cntrl.IA.Farm/1	632.50	Ed.M.Feld.Eq/1	370.00
Cowan.Roofing/1	6,920.00	Evenflo Company/1	748.29
DANS.OVERHEAD.D/1	404.00	Fast Lane Auto/1	91.80
Dirt.to.Turf/3	4,090.00	Galls.LLC/7	863.91
EQUIP.MGMT.CO/1	750.00	GEAR.WASH/1	280.49
Goods.Gutters/1	360.00	Gillig.LLC/2	167.04
Hartwig.Plmbg/1	86.00	Hogan.Mfg/1	47.25
I.C.A.P./1	500.00	Hotsy.Cleaning/1	177.63
Ia.Div.Labor/1	120.00	HyVee.Accts/1	17.85
IA.League.Citie/1	9,704.00	Jensen.Inc/2	131.89
IA.Treasurer/2	15,393.00	Lampe, Steph/1	20.32
IA.WESTERN.COLL/1	250.00	Macqueen.Equip/1	2,202.70
Insight.Public./1	807.00	Marsh.Co.Engr/26	16,752.25
LARRY'S.TOWING/1	100.00	McAttee.Tire/1	144.77
Ledford,M/2	420.00	Midland.Scienti/8	1,454.15
LENZ,D/1	1,320.00	Napa.Auto/10	538.44
Lynch.Dallas.PC/1	805.00	Nutrien.Ag.Sol/6	5,412.74
M.Co.Recorder/1	27.20	Office.Express/2	272.42
Macqueen.Equip/1	1,092.00	Ohalloran.Inter/1	375.00
McAttee.Tire/1	120.10	Plumb.Supply/1	3.49
Midwest.Liq.Sys/1	669.74	Racom.Corp/1	308.00
MtownSeniorRes/4	41,408.50	Reliant.Fire.Ap/1	299.57
Mtwn.Aviation/4	2,689.97	Road.Machinery/1	956.83
Mtwn.Wtrwrks/5	8,989.33	SE.Jones.Indust/2	154.25
Office Solution/1	120.00	Spahn.Rose.Lmbr/2	117.59
Racom.Corp/4	1,618.75	STATE.HYGIENIC/1	500.00
ROSENBLUM,S/1	440.00	Streichers.Inc/1	46.10
Slifer Solution/8	17,093.00	Thiesens.Supply/11	677.34
Verizon.Wireles/1	93.73	Venmill.Industr/1	42.09
WICKHAM,M/1	450.00	WaukeePubLibrar/1	10.60
Supplies/Parts		Workspace/2	8,349.96
Ack.Entprs/1	942.25	WW.Grainger/11	1,207.27
		Ziegler/3	598.07

BILL LIST 06/28/21

Travel/Training

Fire Serv Trn/1	114.00
I.L.E.A./1	7,100.00
Nickel,J/1	134.16

Utilities

Alliant.Energy/69	44,250.43
Consumr.Energy/2	397.93
WoodRiver.Enrgy/2	200.09

Wage Assignment

American.Educa./1	64.41
Browns.Shoe.Fit/1	24.00
Collection.Svs./5	1,441.11
Colonial.Life/2	425.50
Family Sup Pay/1	152.31
Fidelity.Securt/2	454.05
Galls.LLC/1	6.24
I.P.E.R.S./7	81,056.31
I.R.S./6	92,031.55
IA.Treasurer/3	18,424.00
ICMA457Mission/10	14,508.06
Kieslers/1	134.00
Linn.Co.Sheriff/2	34.06
M.F.P.R.S.I./4	123,016.23
Polk.Co.Sheriff/1	296.67
Streichers.Inc/4	68.90
TotalAdmin.Serv/6	7,875.19
United.Way/4	1,017.96

Total/600 **1,367,067.11**

BILL LIST 06/28/21

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee boots	\$ 300.00
001.1010.5132.000	GALLS LLC	PD mens sweater	\$ 39.99
001.1010.5132.000	GALLS LLC	PD chest seal twin pack	\$ 7.56
001.1010.5132.000	GALLS LLC	PD womens pant	\$ 63.75
001.1010.5132.000	GALLS LLC	PD tourniquet and rigid TQ case	\$ 61.86
001.1010.5132.000	GALLS LLC	PD pants and shirt	\$ 173.52
001.1010.5132.000	STREICHER'S INC	name and ID patches	\$ 46.10
001.1010.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$ 52.80
001.1010.5230.000	STANARD & ASSOCIATES INC	Police testing	\$ 97.50
001.1010.5331.000	Veren, Ben	extra duty employment	\$ 180.00
001.1010.5344.000	Idemia	Livescan maintenance and support	\$ 2,636.00
001.1010.5344.000	IOWA DEPT OF PUBLIC SAFETY	Iowa on-line warrants and articles	\$ 600.00
001.1010.5344.000	Stericycle Inc	Police and housing services	\$ 74.56
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Body camera #6	\$ 225.00
001.1010.5360.000	Office Solutions	PD floor stand	\$ 120.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 511 tire and services	\$ 120.10
001.1010.5410.000	RACOM CORPORATION	service labor on charger output	\$ 105.00
001.1010.5410.000	RACOM CORPORATION	remove equipment from vehicles	\$ 393.75
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 56.71
001.1010.5460.000	DCI-SOR	Lampe - sex offender symposium	\$ 60.00
001.1010.5470.000	ILEA	basic level training school	\$ 7,100.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 45.75
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#526 engine oil filters	\$ 7.86
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#511 micro v belt and tensioner	\$ 99.88
001.1010.5565.000	DAVE WRIGHT CDRJ INC	rear door foam Task Vehicle	\$ 184.00
001.1010.5565.000	JENSEN INC	PD 517 valve assy	\$ 90.56
001.1010.5565.000	JENSEN INC	PD 505 relay switch	\$ 41.33
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 511 tire and services	\$ 144.77
001.1010.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 4,894.90
001.1010.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 50.93
001.1010.5600.000	RACOM CORPORATION	speaker mic, ear mold, ear pieces	\$ 308.00
001.1010.5605.000	LAMPE, STEPHANIE	USB drive	\$ 20.32
001.1010.5605.000	OFFICE EXPRESS	PD duster, kleenex, sealing tape, laminant pouches	\$ 160.79
001.1010.5980.000	Rider, Matt	extra duty employment	\$ 112.50
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1050.5132.000	Gear Wash	Fire dept safety gear	\$ 280.49
001.1050.5344.000	XEROX CORPORATION	Fire dept copies and services	\$ 42.80
001.1050.5410.000	Equipment Management Co	EMC Comp service AGR battery tool service	\$ 750.00
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.62
001.1050.5470.000	Fire Services Training Bureau	Fire inspection & code enforcement classes	\$ 114.00
001.1050.5565.000	RELIANT FIRE APPARATUS inc	Fire dept seal kit	\$ 299.57
001.1050.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 234.11
001.1050.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 517.32
001.1050.5718.000	ED M FELD EQUIPMENT CO INC	Fire dept headnet assembly	\$ 370.00
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
001.1070.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 28.76
001.1070.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 47.16
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
001.1071.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 21.56
001.1071.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 19.60
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
001.1075.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 73.82
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 1.53
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.70
001.2020.5132.000	GALLS LLC	PD employee shorts and shirts	\$ 209.10
001.2020.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 147.73
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Airport managers fee	\$ 642.00
001.2080.5410.000	Dans Overhead Doors	Airport door openers installed	\$ 404.00
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport bldg inside/outside closure	\$ 19.99
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport ground maintenance	\$ 2,115.40
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Alliant -Airport damage replace/repair transformer	\$ 524.53
001.2080.5410.000	MIDWEST LIQUID SYSTEMS INC	Airport annual filter change	\$ 669.74
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Airport internet	\$ 30.05
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Airport diesel fuel	\$ 740.16
001.2080.5600.000	NUTRIEN AG SOLUTIONS INC	Airport lawn chemicals	\$ 275.00
001.2080.5718.000	Dans Overhead Doors	Airport door openers installed	\$ 899.69
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 246.65
001.4010.4875.000	ALLIANT ENERGY	regional transmission service credit	\$ (420.07)
001.4010.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$ 52.80

001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	June library cleaning services	\$	1,847.00
001.4010.5342.000	STONE SANITATION	Library May services	\$	115.56
001.4010.5343.000	Iowa Western Community College	Cost share of Summer VISTA member	\$	250.00
001.4010.5344.000	Library Market	install and customizeLibrary calendar	\$	2,000.00
001.4010.5344.000	OCLC, INC	Cataloging and metadata subscription	\$	939.15
001.4010.5344.000	OCLC, INC	cataloging and metadata subscption	\$	939.15
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	contract overage charges for copies	\$	123.37
001.4010.5347.000	Library Market	annual subscription Library Calendar	\$	2,000.00
001.4010.5386.000	LENZ, DUANE	Library contract mowing	\$	1,320.00
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.31
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	\$	81.32
001.4010.5450.000	CENTURYLINK long distance	Long distance lines	\$	1.35
001.4010.5450.000	ROSENBLUM, SARAH W	Cellphone reimbursement	\$	440.00
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$	4,151.89
001.4010.5600.000	DEMCO INCORP	Heavy duty non-glare labels	\$	72.13
001.4010.5600.000	DEMCO INCORP	bar code and classification labels	\$	454.68
001.4010.5600.000	OFFICE EXPRESS	hand sanitizer	\$	111.63
001.4010.5600.000	Venmill Industries	Hybrid platen assembly	\$	42.09
001.4010.5601.000	Waukee Public Library	shipping for prize for STEM challenge	\$	10.60
001.4010.5611.000	WW GRAINGER	Library air filters	\$	105.48
001.4010.5611.000	WW GRAINGER	Library air filters	\$	26.04
001.4010.5702.000	Workspace	Library furniture	\$	7,869.96
001.4010.5702.000	Workspace	Library furniture	\$	480.00
001.4010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Library set up laptop	\$	982.69
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	15.11
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	57.88
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	38.00
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	269.73
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	29.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	141.91
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	41.50
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	66.15
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	150.57
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	202.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	32.73
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	89.05
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	11.98
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	49.55
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	87.64
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.68
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novel	\$	23.70
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	18.59
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	299.98
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	14.49
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novels	\$	27.67
001.4010.5732.000	BAKER & TAYLOR INCORP	large type books	\$	34.80
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD	\$	14.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	387.10
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.57
001.4010.5732.000	BAKER & TAYLOR INCORP	adult DVDs	\$	1,618.69
001.4010.5732.000	BRODART CO	Lost and replaced juvenile and Spanish books	\$	191.09
001.4010.5732.000	BRODART CO	Lost and replaced and juvenile and Spanish books	\$	71.58
001.4010.5732.000	CENGAGE LEARNING INC	large type book	\$	28.49
001.4010.5732.000	CENGAGE LEARNING INC	large type book	\$	24.74
001.4010.5732.000	CENTER POINT LARGE PRINT	large type books	\$	133.62
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	137.72
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio book	\$	19.99
001.4010.5732.000	GARDNER PUBLISHING	juvenile audio book	\$	56.97
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	105.98
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	89.98
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	124.98
001.4010.5732.000	MICROMARKETING LLC	adult audio books	\$	79.98
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	39.99
001.4010.5732.000	MIDWEST TAPE	DVDs	\$	63.71
001.4010.5732.000	MIDWEST TAPE	DVDs	\$	5.24
001.4010.5732.000	MIDWEST TAPE	DVDs	\$	11.24
001.4010.5732.000	MIDWEST TAPE	DVD	\$	14.99
001.4010.5732.000	MIDWEST TAPE	DVD	\$	29.99
001.4010.5732.000	MIDWEST TAPE	DVDs	\$	18.73
001.4010.5732.000	MIDWEST TAPE	Library Digital content	\$	7,500.00

001.4010.5732.000	OVERDRIVE, INC.	audio books	\$	337.43
001.4010.5732.000	OVERDRIVE, INC.	adult audio books	\$	985.16
001.4010.5732.000	OVERDRIVE, INC.	adult audio books	\$	721.38
001.4010.5732.000	OVERDRIVE, INC.	adult audio books	\$	237.50
001.4010.5732.000	WORLD BOOK INC	juvenile books	\$	1,178.00
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	5.39
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	14.37
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	14.56
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	16.80
001.4010.5734.000	BRODART CO	Lost and replaced and juvenile and Spanish books	\$	192.99
001.4010.5736.000	Data Axle	reference solutions license agreement 10/20-10/21	\$	1,000.00
001.4010.5736.000	EBSCO SUBSCRIPTION SRVC COMPANY	reference data bases	\$	8,464.00
001.4010.5736.000	Transparent Language Inc	language online for KidSpeak 7/1/21-6/30/22	\$	450.00
001.4010.5980.000	Boeyink, Bob	returned lost book	\$	26.95
001.4020.5331.000	MARSHALLTOWN MUNICIPAL BAND INC	Band Taxes rec'd Jan-June 2021	\$	5,411.85
001.4030.4878.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.54)
001.4030.4878.000	ALLIANT ENERGY	regional transmission service credit	\$	(10.84)
001.4030.4878.000	ALLIANT ENERGY	regional transmission service credit	\$	(10.84)
001.4030.5230.000	Bolton & Menk Inc	basic parks services	\$	720.00
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	23.55
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	23.55
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	23.55
001.4030.5380.000	AAA SEPTIC SERVICE INC	Parks toilet rentals	\$	235.00
001.4030.5386.000	DIRT TO TURF	Parks contract mowings	\$	2,085.00
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$	21.44
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	46.42
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	206.38
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	60.29
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	15.14
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	17.76
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$	69.33
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	9.84
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	34.86
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	32.41
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	33.23
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks vehicle oil	\$	29.94
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #701 engine oil filter	\$	4.19
001.4030.5565.000	THEISENS SUPPLY INC	pump transfer for Parks water wagon	\$	341.98
001.4030.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	539.72
001.4030.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	477.83
001.4030.5609.000	A M LEONARD INC	35 trees Parks dept	\$	738.84
001.4030.5611.000	ZIEGLER INC	PW Generator repairs- labor and mileage	\$	179.42
001.4040.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$	52.80
001.4040.5358.000	WICKHAM, MICHAEL L	Classes 6/14-7/19/21	\$	450.00
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.4041.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$	52.80
001.4041.5380.000	RACOM CORPORATION	Aquatic Ctr and Summer Blast radio rentals	\$	560.00
001.4041.5613.000	ADLAND ENGRAVING CO INC	Parks live wire tee shirts	\$	198.75
001.4041.5613.000	ADLAND ENGRAVING CO INC	Parks live wire tee shirts	\$	133.20
001.4041.5980.000	Skala, Raegan	Summer Blast Camp	\$	95.00
001.4045.5342.000	BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr - set up switch and wireless service	\$	610.00
001.4045.5342.000	SCHENDEL PEST CONTROL INC	Aquatic center spring and summer service	\$	31.00
001.4045.5344.000	Tuttle Plumbing & Heating	Aquatic Center flushometer service	\$	351.76
001.4045.5380.000	RACOM CORPORATION	Aquatic Ctr and Summer Blast radio rentals	\$	560.00
001.4045.5410.000	HARTWIG PLUMBING & HEATING INC	Aquatic Center repairs	\$	86.00
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.31
001.4045.5600.000	CROOKSHANK PLUMBING	Aquatic Ctr bushings	\$	3.49
001.4045.5600.000	PLUMB SUPPLY	Aquatic Center bushings	\$	3.49
001.4045.5611.000	CRESCENT ELECTRIC SUPPLY CO	PD cooper 5 button switches	\$	346.40
001.4045.5980.000	Buffington, Darci	swim lessons	\$	42.00
001.4045.5980.000	CROSS, CHRIS	swim lessons	\$	42.00
001.4045.5980.000	Gonzalez, Rhonda	swim lessons	\$	42.00
001.4045.5980.000	Kinnetz, Courtney	Swim lessons	\$	100.00
001.4045.5980.000	Nelson, Breanna	swim lessons	\$	32.00
001.4045.5980.000	Nguyen, Chinh	swim lessons	\$	50.00
001.4045.5980.000	TUPPER, MICHAEL W	outdoor swim lessons	\$	168.00
001.4065.4878.000	ALLIANT ENERGY	Coliseum	\$	(32.95)
001.4065.5344.000	SIEMENS INDUSTRY, INC.	Coliseum fire alarm repairs	\$	715.00
001.4065.5344.000	SIEMENS INDUSTRY, INC.	Coliseum fire alarm repairs	\$	715.00
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.4065.5450.000	CENTURYLINK	Coliseum Backup Analog Lines	\$	81.32
001.4065.5481.000	ALLIANT ENERGY	Coliseum	\$	6,112.29

001.4065.5482.000	ALLIANT ENERGY	Coliseum	\$	94.41
001.4065.5611.000	WW GRAINGER	Coliseum air filters	\$	153.24
001.4065.5611.000	WW GRAINGER	Coliseum air filters	\$	55.20
001.4066.5290.000	ICAP	Coliseum liquor liability 5/31/21-5/31/22	\$	500.00
001.5020.5331.000	MARSHALLTOWN CHAMBER OF COMMERCE	TIF Economic Development per Res 2019-318	\$	12,500.00
001.5020.5410.000	CLAPSADDLE GARBER ASSOC INC	Facade 14-16 E Main St	\$	4,250.00
001.5020.5410.000	Marshalltown Senior Residence LLC _Grant	code upgrade 201 E Main St	\$	20,000.00
001.5020.5410.000	Marshalltown Senior Residence LLC _Grant	Facade south side 201 E Main St	\$	8,500.00
001.5020.5410.000	Marshalltown Senior Residence LLC _Grant	Facade west side 201 E Main St	\$	7,346.00
001.5020.5410.000	Marshalltown Senior Residence LLC _Grant	Facade north side 201 E Main St	\$	5,562.50
001.5040.5230.000	Bolton & Menk Inc	basic GIS services	\$	90.00
001.5040.5230.000	Bolton & Menk Inc	General Community planning	\$	90.00
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.6020.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$	748.94
001.6020.5230.000	American Legal Publishing Corp	2021 S-4 supplement editing pages	\$	706.00
001.6020.5250.000	MARSHALL COUNTY RECORDER	warranty deed and groundwater hazard	\$	27.20
001.6020.5280.000	IOWA LEAGUE OF CITIES	City Membership 7/1/21-6/30/22	\$	9,704.00
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.6021.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$	125.44
001.6021.5344.000	KOCH Office Group	Finance dept copies 3/26/21-6/25/21	\$	18.79
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	20.56
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
001.6040.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	professional services 5/17-6/18/21	\$	4,410.00
001.6040.5234.000	LYNCH DALLAS PC	Zoning	\$	31.00
001.6040.5234.000	LYNCH DALLAS PC	Real estate	\$	81.50
001.6040.5234.000	LYNCH DALLAS PC	general matters	\$	480.50
001.6040.5234.000	LYNCH DALLAS PC	Nuisance/enforcement	\$	341.00
001.6050.4875.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
001.6050.5344.000	Johnson Controls	City Hall Fire protection contract 5/1/21-4/30/22	\$	300.85
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	224.78
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.70
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$	282.56
001.6050.5600.000	WW GRAINGER	City hall filters	\$	73.20
001.6050.5600.000	WW GRAINGER	City hall and Cargenie paper towels	\$	139.05
001.6050.5611.000	WW GRAINGER	City hall water fountain part	\$	117.49
001.6050.5611.000	WW GRAINGER	City Hall and Cargenie air filters	\$	162.66
001.6051.4878.000	ALLIANT ENERGY	Carnegie Bldg	\$	(30.79)
001.6051.5342.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	227.06
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	\$	1,211.88
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	\$	76.99
001.6051.5600.000	WW GRAINGER	City hall filters	\$	73.20
001.6051.5600.000	WW GRAINGER	City hall and Cargenie paper towels	\$	139.05
001.6051.5611.000	WW GRAINGER	City Hall and Cargenie air filters	\$	162.66
030.4030.5342.000	DENCO Highway Construction Corp	PDC Asphalt Rejuvenator Application	\$	34,129.50
030.5900.5342.000	TRI STATE LOCK SERVICE	Locks and Keys for Special events trailer	\$	86.00
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	NAPA AUTO PARTS	work gloves	\$	3.67
110.2010.5342.000	Verizon Connect NWF, INC.	Street dept GPS services	\$	242.85
110.2010.5352.000	LEDFORD, MARVIN	broken branches above street	\$	250.00
110.2010.5352.000	LEDFORD, MARVIN	remove branch 13th and Summit St	\$	170.00
110.2010.5359.000	LARRYS TOWING & TIRE SERVICE	Street dept tow Chevy 2500	\$	100.00
110.2010.5386.000	DIRT TO TURF	Parks contract mowings	\$	1,265.00
110.2010.5410.000	ARNOLD MOTOR SUPPLY LLP	hydraulic hose and labor	\$	14.70
110.2010.5410.000	CENTRAL IOWA FARM STORE INC	Street dept tractor oil leak repairs	\$	632.50
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
110.2010.5450.000	CENTURYLINK	PW Analog 752-4388	\$	48.79
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	914.88
110.2010.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	120.05
110.2010.5489.000	THEISENS SUPPLY INC	yellow mesh vest	\$	16.99
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	hydraulic hose and labor	\$	71.92
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	small engine plug	\$	3.82
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$	3.73
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#64 filters, transmission kit	\$	143.10
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	synthetic oil	\$	58.78
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#64 air filters	\$	53.83
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	synthetic oil	\$	23.94
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street dept spark plugs	\$	17.40
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	flanged blower motor assy	\$	52.66
110.2010.5565.000	CENTRAL IOWA FARM STORE INC	Street dept Tractor water pump	\$	235.16
110.2010.5565.000	CENTRAL IOWA FARM STORE INC	Street dept tractor filters	\$	105.28

110.2010.5565.000	CENTRAL IOWA FARM STORE INC	Street dept tractor oil leak repairs	\$	498.82
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	replacement tires duty truck	\$	375.00
110.2010.5565.000	ROAD MACHINERY & SUPPLIES CO	Street #27 compressor	\$	956.83
110.2010.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	538.01
110.2010.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	112.81
110.2010.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	2,248.02
110.2010.5600.000	Fast Lane Auto Care	hand cleaner	\$	91.80
110.2010.5600.000	NUTRIEN AG SOLUTIONS INC	Washer fluid, mobil grease, drum exchange	\$	229.00
110.2010.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil special oil and drum charges	\$	1,100.00
110.2010.5600.000	SPAHN & ROSE LUMBER CO	2x4 premium wood board	\$	25.49
110.2010.5600.000	THEISENS SUPPLY INC	weed spray	\$	87.98
110.2010.5600.000	THEISENS SUPPLY INC	2 gallon spray container	\$	16.99
110.2010.5600.000	THEISENS SUPPLY INC	hitch pin lock ease	\$	70.98
110.2010.5600.000	THEISENS SUPPLY INC	return item	\$	(9.00)
110.2010.5600.000	THEISENS SUPPLY INC	hitch pin lockease	\$	8.00
110.2010.5600.000	THEISENS SUPPLY INC	mouse traps and bait	\$	8.48
110.2010.5611.000	ZIEGLER INC	PW Generator repairs- labor and mileage	\$	239.23
110.2010.5617.000	CONCRETE INC	912 S 7th Ave	\$	934.29
110.2010.5617.000	CONCRETE INC	E Main Street	\$	1,334.70
110.2010.5617.000	CONCRETE INC	Glenda & 2nd Ave	\$	2,311.31
110.2010.5618.000	BITUMINOUS MATERIALS & SUPPLY LLC	HFE 90 cold mix	\$	319.70
110.2010.5628.000	DIAMOND VOGEL PAINTS	Street paint	\$	3,406.00
110.2010.5718.000	SE Jones Industries Inc	36" air combination filter cleaner	\$	56.25
110.2010.5718.000	SE Jones Industries Inc	Street dept 12in adjustable pliers	\$	98.00
110.2010.5718.000	SPAHN & ROSE LUMBER CO	6' aluminum bush button bull foat	\$	92.10
110.2010.5718.000	THEISENS SUPPLY INC	lever powerlock coupler	\$	34.99
110.2010.5718.000	THEISENS SUPPLY INC	5pc mag impact ready nutsetter set	\$	19.99
110.2010.5718.000	THEISENS SUPPLY INC	tow strap and welding supplies	\$	79.96
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$	26.92
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	72.65
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	88.87
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	36.51
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	41.01
110.2030.5481.000	ALLIANT ENERGY	regional transimission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	60.05
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	38.74
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	69.93
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	31.90
110.2030.5481.000	ALLIANT ENERGY	regional tranmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	40.23
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	39.00
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	42.13
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	40.71
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-street lights	\$	328.37
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	38.90
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	38.90
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$	103.40
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	37.41
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	38.27
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	31.64
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	28.09
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.89
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	39.69
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	46.09
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	41.66
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$	38.46
110.2040.5481.000	ALLIANT ENERGY	Regional transmission service credit	\$	(30.79)
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	45.85
110.2040.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$	37.23
110.2040.5481.000	ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	69.56
110.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	345.73
110.2060.5230.000	Bolton & Menk Inc	basic GIS services	\$	540.00

110.2060.5233.000	Bolton & Menk Inc	2021 general engineering	\$ 2,250.00
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
110.2060.5450.000	VERIZON WIRELESS	Engineering cell service 5/11-6/10/21	\$ 93.73
110.2060.5472.000	NICKEL, JUSTIN	Marshalltown tornado presentation	\$ 134.16
110.2060.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 312.37
110.2070.5410.000	MACQUEEN EQUIPMENT	Pelican sweeper services	\$ 1,092.00
110.2070.5565.000	MACQUEEN EQUIPMENT	Pelican sweeper services	\$ 2,202.70
110.2070.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 207.71
130.2010.5410.000	Goods Seamless Gutters LLC	PW Bldg install down spouts	\$ 360.00
130.4030.5410.000	Slifer Solutions	Lawrence Park-dispose and install fence	\$ 1,975.00
130.4030.5410.000	Slifer Solutions	BPW Park-dispose and install fence	\$ 1,990.00
130.4030.5410.000	Slifer Solutions	Arnolds Park-dispose and install new fence	\$ 945.00
130.4030.5410.000	Slifer Solutions	Riverview Dog Park- dispose & install new fence	\$ 3,533.00
130.4030.5410.000	Slifer Solutions	S 6th St Complex- dispose & install fence	\$ 1,950.00
130.4030.5410.000	Slifer Solutions	Turtle Park- dispose and install new fence	\$ 805.00
130.4030.5410.000	Slifer Solutions	Elks Park-remove and install new fence	\$ 3,985.00
130.4045.5410.000	Slifer Solutions	Aquatic Center - dispose old and install new fence	\$ 1,910.00
130.6050.5410.000	COWAN ROOFING	installed duro roof system Finance Roof Area	\$ 6,920.00
132.4030.5342.000	Bisek Family Enterprises Inc	Concrete stamps	\$ 3,160.00
140.4030.5342.000	CONCRETE INC	Campbell Dr and Nicolson Ford	\$ 266.94
152.1010.5600.000	GALLS LLC	PD case of disposable masks	\$ 308.13
153.1010.5601.000	Evenflo Company	Sonus factory select 2 pk	\$ 748.29
170.4010.5230.000	Specialty Vehicle Services LLC	Outreach Vehicle consulting services	\$ 6,550.00
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$ 80.96
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$ 89.21
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant book	\$ 20.24
170.4010.5732.000	CENTER POINT LARGE PRINT	Gift account book for book club set	\$ 23.37
170.4010.5734.000	BAKER & TAYLOR INCORP	Osendorf memorial book	\$ 10.19
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$ 164.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	\$ 328.00
184.5030.5344.000	KOCH Office Group	Housing copies 5/20-6/19/21	\$ 33.83
184.5030.5344.000	Stericycle Inc	Police and housing services	\$ 42.80
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 10.31
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
189.3040.5704.000	INSIGHT PUBLIC SECTOR	Adobe Acrobat Pro 2020 licenses	\$ 807.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2012A GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2012B GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2013A GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2015B GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2016A GO Fee	\$ 102.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2016B GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2017A GO Fee	\$ 250.00
200.7010.5830.000	UMB Bank NA	12/1/20-5/31/21 2018 GO Fee	\$ 250.00
341.5010.5611.000	A M LEONARD INC	35 trees Parks dept	\$ 738.85
354.1099.5776.000	ADLAND ENGRAVING CO INC	MFD MFD Bldg bronze pla	\$ 2,662.00
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 785.20
355.1075.5230.000	STRUCTURAL ENGINEERS PC	inspections with FEMA	\$ 380.00
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 5,035.00
355.1075.5250.000	LYNCH DALLAS PC	Nuisance/enforcement	\$ 805.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	tax sale certificate S2304	\$ 10.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	tax sale certificate #S2288	\$ 10.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	tax sale certificate #S2219	\$ 10.00
355.1075.5331.000	MARSHALLTOWN WATER WORKS	112 N 2nd Ave	\$ 140.92
355.1075.5342.000	Impact 7G Inc	101 W Main St AMC survey and report	\$ 8,500.00
355.1075.5342.000	Impact 7G Inc	10 W Main St survey & report	\$ 3,058.75
360.4030.5342.000	BOULDER CONTRACTING LLC	PRK20003 Timber Creek Bridge	\$ 20,676.75
360.4030.5342.000	Caliber Concrete LLC	West End Park Phase 1	\$ 21,917.38
362.5010.5233.000	Bolton & Menk Inc	Professional Fees - Downtown Planning Phase II	\$ 5,000.00
381.2020.5233.000	FOX ENGINEERING ASSOCIATES INC	PLT19001 1st St Parking Lot	\$ 11,883.85
383.4065.5342.000	Garling Construction	Coliseum	\$ 193,557.51
610.8015.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$ 52.80
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,045.43
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC20001 WPCP Clarifier Rehab	\$ 3,225.15
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	2020 Sewer Rehab CIPP	\$ 6,250.00
610.8015.5251.000	IOWA DIVISION OF LABOR SERVICES	2021 boiler inspection certifications WPCP	\$ 120.00
610.8015.5339.000	MCFARLAND CLINIC PC	random testing	\$ 72.16
610.8015.5344.000	XEROX CORPORATION	May 2021 Xerox & Copies	\$ 37.77
610.8015.5410.000	ALLIANT ENERGY	install gas pulse meter at WPCP	\$ 988.29
610.8015.5441.000	TREASURER ST OF IOWA	Sale/ Use tax	\$ 13,194.00
610.8015.5441.000	TREASURER ST OF IOWA	Sale/ Use tax	\$ 2,199.00
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 15.47
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$ 81.32
610.8015.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.70

610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St RIVERVIEW PARK	\$	26,073.49
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$	21.04
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$	2,090.08
610.8015.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	212.60
610.8015.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	60.55
610.8015.5600.000	Donaldson Corporation	lime silo dust collector filters	\$	2,297.06
610.8015.5600.000	HOTSYS CLEANING SYSTEMS INC	Shop Hotsy replacement hose	\$	177.63
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Prelim. generator fuel	\$	1,002.30
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	prelim. generator fuel	\$	2,066.28
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	66.40
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	253.10
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	227.14
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	188.61
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	63.40
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	377.22
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	128.70
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	149.58
610.8015.5603.000	State Hygienic Lab	lab analysis- WETT test	\$	500.00
610.8015.5750.000	IOWA PUMP WORKS, INC.	Sludge Tank #6 Mixer 6-1 Repair/Rebuild	\$	15,101.02
610.8015.5980.000	DOUGALL, HUGH	sewer refund 2021-pool	\$	24.76
610.8015.5980.000	Edwards, Steffenie	sewer refund 2021-pool	\$	21.60
610.8015.5980.000	Eicher, Donald	sewer refund 2021-pool	\$	62.67
610.8015.5980.000	Eigenberger, Candice	sewer refund 2021-pool	\$	21.76
610.8015.5980.000	Hoskins, Connie	sewer refund 2021-pool	\$	31.33
610.8015.5980.000	LADEHOFF, DEREK	sewer refund 2021-pool	\$	33.92
610.8015.5980.000	Manship, Angela	sewer refund 2021-pool	\$	24.76
610.8015.5980.000	Mondragon, Guadalupe	sewer refund 2021-outside water	\$	49.28
610.8015.5980.000	Opperman, Samantha	sewer refund 2021-pool	\$	74.12
610.8015.5980.000	Perez, Natalie	sewer refund 2021-pool	\$	32.94
610.8015.5980.000	Whitmore, Kayla	sewer refund 2021-pool	\$	36.56
610.8016.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	professional services 5/17-6/18/21	\$	90.00
610.8016.5339.000	MCFARLAND CLINIC PC	random testing	\$	43.30
610.8016.5412.000	IOWA PUMP WORKS, INC.	rebuild Lennox LS Flygt #2	\$	2,651.00
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	6.19
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$	188.89
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$	100.89
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$	118.58
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	110.07
610.8016.5565.000	NAPA AUTO PARTS	Sewer dept vehicle battery	\$	66.82
610.8016.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	362.16
610.8016.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	32.95
610.8016.5830.000	UMB Bank NA	12/1/20-5/31/21 2013 Rev Bond Fee	\$	250.00
611.8016.4878.000	ALLIANT ENERGY	regional transmission service credit increase	\$	(30.54)
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$	8,115.90
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
690.8050.5210.000	Trending Media Inc	Transit radio advertising	\$	70.00
690.8050.5210.000	Trending Media Inc	Transit radio advertising	\$	180.00
690.8050.5210.000	Trending Media Inc	Transit radio advertising	\$	56.00
690.8050.5210.000	Trending Media Inc	Transit radio advertising	\$	120.00
690.8050.5331.000	Region 6 Resource Partners	April 2021 para-transit billing	\$	2,943.05
690.8050.5331.000	Region 6 Resource Partners	May 2021 para-transit billing	\$	2,995.65
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.16
690.8050.5450.000	CENTURYLINK	PW Analog 752-4388	\$	32.53
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	609.92
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	80.04
690.8050.5565.000	ACK ENTERPRISES	rebuilt Ohio condenser motor	\$	942.25
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$	132.79
690.8050.5565.000	GILLIG LLC	air seal and sheet metal screws	\$	47.24
690.8050.5565.000	GILLIG LLC	valve-auto air tank drain	\$	119.80
690.8050.5565.000	Hogan Manufacturing Inc	Transit hex screws and rivets	\$	47.25
690.8050.5565.000	NAPA AUTO PARTS	battery return credit	\$	(124.00)
690.8050.5565.000	NAPA AUTO PARTS	Transit threadlocker gel sets	\$	29.16
690.8050.5565.000	NAPA AUTO PARTS	catridge, magenetic parts tray	\$	29.16
690.8050.5565.000	NAPA AUTO PARTS	Transit dryer kit and purge assy	\$	101.58
690.8050.5565.000	NAPA AUTO PARTS	Transit ADCART	\$	149.52
690.8050.5565.000	NAPA AUTO PARTS	Transit reman valve and battery deposit	\$	227.76
690.8050.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	468.34
690.8050.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$	4,534.15
690.8050.5611.000	ZIEGLER INC	PW Generator repairs- labor and mileage	\$	179.42
690.8050.5718.000	NAPA AUTO PARTS	catridge, magenetic parts tray	\$	10.22
740.1040.5233.000	HOWARD R GREEN COMPANY, INC	29113005 Levee Repair	\$	331.50
740.8065.5210.000	TIMES REPUBLICAN	public notices and budget amendment	\$	33.53

740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 70.00
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 386.25
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 241.00
740.8065.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	professional services 5/17-6/18/21	\$ 300.00
740.8065.5339.000	MCFARLAND CLINIC PC	random testing	\$ 28.86
740.8065.5342.000	CONSTRUCT INC	increase	\$ 3,101.00
740.8065.5342.000	CONSTRUCT INC	SMW20004 E Main St Drainage Imp	\$ 964.05
740.8065.5342.000	CONSTRUCT INC	increase	\$ 6,993.10
740.8065.5342.000	LEDFORD, MARVIN	tree trimming Columbus Dr & Huisman Circle	\$ 300.00
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 4.12
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 431.70
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 258.35
740.8065.5565.000	NAPA AUTO PARTS	Sewer dept vehicle battery	\$ 44.55
740.8065.5570.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 241.44
740.8065.5571.000	MARSHALL COUNTY ENGINEER	Fuelmaster system	\$ 21.97
740.8065.5600.000	CONCRETE INC	10th Ave and State St	\$ 133.47
740.8065.5600.000	CONCRETE INC	10th Ave and State St	\$ 133.47
740.8065.5600.000	CONCRETE INC	277 Arnold Dr	\$ 133.47
740.8065.5830.000	UMB Bank NA	12/1/20/5/31/21 2016A GO Fee	\$ 148.00
740.8067.5386.000	DIRT TO TURF	Parks contract mowings	\$ 740.00
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.16
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 50.15
760.8080.5613.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale product	\$ 17.85
881.1010.5339.000	Hunter Lane LLC	Paid claim charges 6/1-6/15/21	\$ 32.45
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 155.95
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 2,935.73
881.1050.5339.000	Hunter Lane LLC	Paid claim charges 6/1-6/15/21	\$ 643.49
884.7010.5230.000	BERNIE LOWE & ASSOCIATES, INC	consulting fees 2/1/21-2/1/22	\$ 345.71
884.7010.5980.000	Nissen, Matthew	Reimbursement for health insurance premiums	\$ 556.92
886.2010.5339.000	MCFARLAND CLINIC PC	random testing	\$ 108.24
951.1520.010	TREASURER ST OF IOWA	Sale/ Use tax	\$ 249.00
951.1520.020	TREASURER ST OF IOWA	Sale/ Use tax	\$ 39.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 29,317.65
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,037.20
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 13,133.57
999.1102.000	TREASURER STATE OF IOWA	ROUNDING	\$ (0.20)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,290.63
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 31,690.76
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,362.14
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,192.61
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 33,847.95
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,339.45
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,636.22
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,534.07
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 117.91
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,836.84
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,986.90
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	ROUNDING	\$ 0.08
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 117.91
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYST	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,462.60
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,800.72
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,823.08
999.1112.000	UNITED WAY	UNITED WAY	\$ 476.98
999.1112.000	UNITED WAY	UNITED WAY	\$ 32.00
999.1112.000	UNITED WAY	UNITED WAY	\$ 476.98
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	\$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1121.000	LINN COUNTY SHERIFF	PR WITHHOLDING	\$ (302.48)
999.1121.000	LINN COUNTY SHERIFF	PR WITHHOLDING	\$ 336.54
999.1121.000	Polk County Sheriff	PR WITHHOLDING	\$ 296.67
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 348.65
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 105.40
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX ROUNDING	\$ (1.64)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	ROUNDING	\$ (0.22)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,253.34
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 840.81
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
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	811.07
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	4,705.60
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	912.30
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	2,108.32
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	2,812.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	665.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,161.52
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	870.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	396.24
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1164.000	BROWNS SHOE FIT CO	PD employee boots	\$	24.00
999.1164.000	GALLS LLC	PD chest seal twin pack	\$	6.24
999.1164.000	KIESLER'S	PD pistol	\$	134.00
999.1164.000	STREICHER'S INC	name and ID patches-Weispfenning	\$	18.00
999.1164.000	STREICHER'S INC	name and ID patches-Hoyt	\$	18.00
999.1164.000	STREICHER'S INC	name and ID patches-Wolf	\$	18.00
999.1164.000	STREICHER'S INC	name and ID patches-Wolken	\$	14.90
payroll	payroll	payroll#13	\$	336,613.15
				\$ 1,367,067.11

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Kerwood Enterprises LLC
 Address of Business: 1603 W Lincoln Way, Marshalltown IA 50158
 Business Telephone: 641-351-8078
 Owner(s) of Business: Robert J Kerwood, Sr
 Home Address of Owners: 1603 W Lincoln Way Home Phone of Owners: 641-481-5950
Marshalltown IA 50158

If incorporated, is business authorized to transact business in the State Of Iowa? N/A

Sales Tax Number: 164015101

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

Date of commencement of business: 4/20/2021

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

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

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
2013 Ford F250	GGH 703	Robert Kerwood Sr
CAT 268B w/ Stumpex attachment	N/A	Robert Kerwood Sr
trailer	HG 9189	Robert Kerwood Sr

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

Date Insurance Certificate Received 6/11/21 Insurance Expiration Date 4/26/22

*Minimum Insurance Requirements on the back of this application.

[Signature]
Applicant

Co-Applicant

Date: 6/11/21

\$25.00 fee Paid ☒

Approved by City Council on _____

City Administrator

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

OUT-OF-STATE ENTITIES:

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

Acknowledge by: N/A Date: _____

RESOLUTION ACCEPTING THE DOWNTOWN IMPROVEMENT PLAN

WHEREAS, the City of Marshalltown completed a Downtown Master Plan in 2019, creating a new vision for Downtown Marshalltown following the devastating July 19, 2018 tornado; and

WHEREAS, the Downtown Master Plan had a number of recommendations that required follow-up in order to put together a plan for implementing the recommendations, including parking, one-to-two way street conversion, aesthetic improvements including street trees, and more; and

WHEREAS, Bolton & Menk was selected as the consultant to complete a Downtown Implementation Plan in November 2020; and

WHEREAS, public input and the guidance of a steering committee consisting of stakeholders in Downtown Marshalltown has resulted in a final Downtown Implementation Plan, presented in the timeframe originally promised;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Downtown Implementation Plan is hereby accepted as complete

Passed this 28th day of June, 2021, and signed this _____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION AMENDING RESOLUTION 2021-144 APPROVING A CONTRACT WITH DAN'S
OVERHEAD DOORS TO CORRECT THE CONTRACT AMOUNT TO \$302,054**

WHEREAS, the derecho on August 10, 2020, caused significant damage throughout Marshalltown, including at the Marshalltown Airport; and

WHEREAS, the City Council approved a resolution on June 14, 2021, authorizing the Mayor to execute a contract with Dan's Overhead Doors in the amount of \$299,554; and

WHEREAS, the correct total of the Dan's Overhead Doors contract should have been \$302,054;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MARSHALLTOWN, IOWA**, the contract with Dan's Overhead Doors for the ICAP-approved work of \$302,054 is hereby approved and the Mayor is authorized to sign the contract.

Passed this 28th day of June, 2021, and signed this _____ day of June, 2021

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND
STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE**

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2021, and continue through June 30, 2022, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 28th day of June 2021 and signed this_____day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

May 27, 2021

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2022 Supplemental Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2022 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2021 and ending June 30, 2022.

The terms of the agreement have been updated since last year, using the 2019 traffic volumes. The compensation rate is now increased to \$ 2415 per lane-mile, based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
Assistant District 1 Engineer

Enclosure

cc: Bob Ellis, IA DOT, District 1
File



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$ 2,415.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	\$43,648.71

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2021 to June 30, 2022 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Marshalltown

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

Date _____

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA VETERANS HOME BETWEEN
THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2021, and continue through June 30, 2022, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 28th day of June 2021 and signed this ____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

June 12, 2021

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2022 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2022 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning 7/1/2021 and ending 6/30/2022.

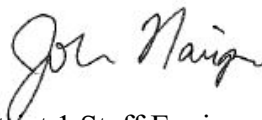
The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-986-5471 or John.Narigon@iowadot.us.

Sincerely,


for
District 1 Staff Engineer - North Area

Enclosure

cc: Allison Smyth, IA DOT District 1
Bob Ellis, IA DOT District 1
Cheryl Parish, IA DOT District 1
File



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY _____
COUNTY _____
CITY Marshalltown

This written agreement made and entered into by and between City of Marshalltown, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Street sweeping
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following routine maintenance:
Not applicable

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 150.00 per lane mile per year.
Total lane miles 3.78 at \$ 150.00 per lane mile = \$ 567.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2021

Ending Date: 6/30/2022

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

City of Marshalltown

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

(DATE)

CHANGE ORDER NO.: 3 (FINAL)

Owner: City of Marshalltown Owner's Project No.: PRK18001
 Engineer: Public Works Engineering Engineer's Project No.: PRK18001
 Contractor: Boulder Contracting, LLC Contractor's Project No.:
 Project: Timber Creek Pedestrian Bridge
 Contract Name: Timber Creek Pedestrian Bridge
 Date Issued: 12/03/2020 Effective Date of Change Order: 12/14/2020

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

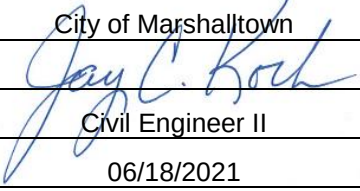
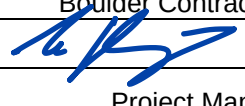
Description:

This change order is to modify the final completion date and to reconcile quantities of work to reflect as-constructed values.

Attachments:

Change Order #3 Summary

Change in Contract Price	Change in Contract Times
Original Contract Price: \$349,910.80	Original Contract Times: Substantial Completion: <u>October 1, 2020</u> Ready for final payment: <u>November 1, 2020</u>
[Increase] from previously approved Change Orders No. 1 to No. 2: \$12,500	[Increase] [Decrease] from previously approved Change Orders No.1 to No.2: Substantial Completion: <u>January 15, 2021</u> Ready for final payment: <u>February 15, 2021</u>
Contract Price prior to this Change Order: \$362,410.80	Contract Times prior to this Change Order: Substantial Completion: <u>January 15, 2021</u> Ready for final payment: <u>February 15, 2021</u>
[Decrease] this Change Order #3: (\$3,517.75)	[Increase] [Decrease] this Change Order: Substantial Completion: <u>January 15, 2021</u> Ready for final payment: <u>June 28, 2021</u>
Contract Price incorporating this Change Order: \$358,893.05	Contract Times with all approved Change Orders: Substantial Completion: <u>January 15, 2021</u> Ready for final payment: <u>June 28, 2021</u>

Recommended by Engineer (if required)		Accepted by Contractor	
By: <u>City of Marshalltown</u>	By: <u>Boulder Contracting, LLC</u>		
			
Title: <u>Civil Engineer II</u>	Title: <u>Project Manager</u>		
Date: <u>06/18/2021</u>	Date: <u>6/16/21</u>		
Authorized by Owner			
By: _____	By: _____		
Title: <u>Mayor</u>	Title: _____		
Date: <u>06/28/2021</u>	Date: _____		

CHANGE ORDER NO. 3 SUMMARY											
Owner:	City of Marshalltown								Owner's Project No.:	PRK18002	
Engineer:	City of Marshalltown								Engineer's Project No.:	PRK18002	
Contractor:	Boulder Contracting, LLC										
Project:	Timber Creek Pedestrian Bridge										
Bid Item	Description	Bid Quantity	Unit	Unit Price	Bid Total Price	Work Completed	Value Work Completed	Quantity Change from Bid	Value Change From Bid	Total Quantity W/Change	Total Price W/Change
Base Bid Schedule											
2.01	Clearing and Grubbing, Tree Removal, Tree Trimming	1.0	LS	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.0	\$0.00	1.0	\$3,500.00
2.02	Stripping, Salvaging and Spreading Topsoil	506.0	CuYd	\$25.00	\$12,650.00	506.00	\$12,650.00	0.0	\$0.00	506.0	\$12,650.00
2.03	Earthwork	683.0	CuYd	\$37.25	\$25,441.75	683.00	\$25,441.75	0.0	\$0.00	683.0	\$25,441.75
2.04	Subgrade Preparation	668.0	SqYd	\$4.00	\$2,672.00	668.00	\$2,672.00	0.0	\$0.00	668.0	\$2,672.00
7.01	Removal and Disposition of Sidewalk	456.0	SqYd	\$7.80	\$3,556.80	456.00	\$3,556.80	0.0	\$0.00	456.0	\$3,556.80
7.02	Modified Subbase Stone, 6-Inch	110.0	Ton	\$40.00	\$4,400.00	215.20	\$8,608.00	105.2	\$4,208.00	215.2	\$8,608.00
7.03	Sidewalk, PCC, 6-Inch	456.0	SqYd	\$60.50	\$27,588.00	404.00	\$24,442.00	-52.0	-\$3,146.00	404.0	\$24,442.00
8.01	Temporary Traffic Control	1.0	LS	\$1,525.00	\$1,525.00	1.00	\$1,525.00	0.0	\$0.00	1.0	\$1,525.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	5,770.0	SqYd	\$1.25	\$7,212.50	5,770.00	\$7,212.50	0.0	\$0.00	5770.0	\$7,212.50
9.02	Hydraulic Seeding, Fertilizing,and Mulching - Type 4	6,480.0	SqYd	\$0.50	\$3,240.00	6,480.00	\$3,240.00	0.0	\$0.00	6480.0	\$3,240.00
9.03	Hydraulic Seeding, Fertilizing, and Mulching - Native Seed Mixture	710.0	SqYd	\$1.25	\$887.50	710.00	\$887.50	0.0	\$0.00	710.0	\$887.50
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1.0	LS	\$1,800.00	\$1,800.00	1.00	\$1,800.00	0.0	\$0.00	1.0	\$1,800.00
9.05	SWPPP Management	1.0	LS	\$4,300.00	\$4,300.00	1.00	\$4,300.00	0.0	\$0.00	1.0	\$4,300.00
9.06	Silt Fence	871.0	Ft	\$2.75	\$2,395.25		\$0.00	-871.0	-\$2,395.25	0.0	\$0.00
9.07	Removal of Sediment	871.0	Ft	\$0.75	\$653.25		\$0.00	-871.0	-\$653.25	0.0	\$0.00
9.08	Removal of Device	871.0	Ft	\$1.25	\$1,088.75		\$0.00	-871.0	-\$1,088.75	0.0	\$0.00
9.09	Stabilized Construction Entrance, 3-Inch	22.0	Ton	\$75.00	\$1,650.00	22.10	\$1,657.50	0.1	\$7.50	22.1	\$1,657.50
9.1	Inlet Protection Device	2.0	Each	\$225.00	\$450.00		\$0.00	-2.0	-\$450.00	0.0	\$0.00
9.11	Safety Rail	34.0	Ft	\$275.00	\$9,350.00	34.00	\$9,350.00	0.0	\$0.00	34.0	\$9,350.00
10.01	Demolition Work	1.0	LS	\$5,510.00	\$5,510.00	1.00	\$5,510.00	0.0	\$0.00	1.0	\$5,510.00
11.01	Construction Survey	1.0	LS	\$2,750.00	\$2,750.00	1.00	\$2,750.00	0.0	\$0.00	1.0	\$2,750.00
11.02	Mobilization	1.0	LS	\$25,000.00	\$25,000.00	1.00	\$25,000.00	0.0	\$0.00	1.0	\$25,000.00

CHANGE ORDER NO. 3 SUMMARY											
Owner:	City of Marshalltown							Owner's Project No.:	PRK18002		
Engineer:	City of Marshalltown							Engineer's Project No.:	PRK18002		
Contractor:	Boulder Contracting, LLC										
Project:	Timber Creek Pedestrian Bridge										
Bid Item	Description	Bid Quantity	Unit	Unit Price	Bid Total Price	Work Completed	Value Work Completed	Quantity Change from Bid	Value Change From Bid	Total Quantity W/Change	Total Price W/Change
Base Bid Schedule											
11.03	Concrete Washout	1.0	LS	\$850.00	\$850.00	1.00	\$850.00	0.0	\$0.00	1.0	\$850.00
32.01	Pedestrian Bridge	1.0	LS	\$155,000.00	\$155,000.00	1.00	\$155,000.00	0.0	\$0.00	1.0	\$155,000.00
32.02	Bridge Abutment	2.0	Each	\$16,200.00	\$32,400.00	2.00	\$32,400.00	0.0	\$0.00	2.0	\$32,400.00
32.03	H-Piles or Drilled Piers	180.0	Ft	\$78.00	\$14,040.00	180.00	\$14,040.00	0.0	\$0.00	180.0	\$14,040.00
CO-01	Transport/Set Owner's Bridge	1.00	LS	\$12,500.00	12,500.00	1.00	\$12,500.00	0.0	\$0.00	1.0	\$12,500.00
Base Bid Contract W/Change Orders Totals:					\$362,410.80		\$358,893.05		(\$3,517.75)		\$358,893.05

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE TIMBER
CREEK PEDESTRIAN BRIDGE PROJECT #PRK18001
A DECREASE OF \$3,517.75**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Boulder Contracting, LLC., for the labor and material for the Timber Creek Pedestrian Bridge Project #PRK18001; and

WHEREAS, a decrease is requested 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 #3 for the Timber Creek Pedestrian Bridge Project, in the decreased amount of \$3,517.75 is hereby accepted and approved.

Passed this 28th day of June 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE BOULDER CONTRACTING, LLC TIMBER CREEK PEDESTRIAN
BRIDGE RECONSTRUCTION PROJECT, BEING PROJECT NO. PRK18001, WITH A
FINAL PROJECT COST IN THE AMOUNT OF \$358,893.05**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Timber Creek Pedestrian Bridge, and

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

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

Section 1. That the labor and material for the Timber Creek Pedestrian Bridge, being project No. PRK18002, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Boulder Contracting, LLC., including the payment of the items called for in said contract and Statement of Completion.

Passed this 28th day of June, 2021 and signed this _____ day of June, 2021

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown

Owner's Project No.: PRK18001

Engineer: City of Marshalltown

Engineer's Project No.:

Contractor: Boulder Contracting, LLC

Contractor's Project No.:

Project: Timber Creek Pedestrian Bridge Reconstruction

Contract Name: Base Bid, with Change Orders #1, #2 & #3

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

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

All

Date of Substantial Completion: **January 15, 2021**

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:

None

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

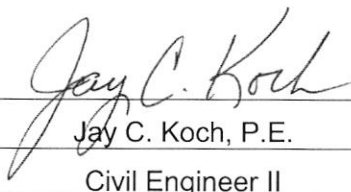
None

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

None

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): _____ Jay C. Koch, P.E.

Title: _____ Civil Engineer II

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown
Engineer: City of Marshalltown
Contractor: Boulder Contracting, LLC
Project: Timber Creek Pedestrian Bridge Reconstruction
Contract Name: Base Bid, with Change Orders #1, #2 & #3
Notice Date: 06/16/2021 Effective Date of the Construction Contract: 05/26/2020
Owner's Project No.: PRK18001
Engineer's Project No.:
Contractor's Project No.:

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"). 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.

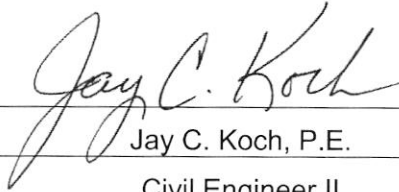
This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice 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 the Contract 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): Jay C. Koch, P.E.
Title: Civil Engineer II

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE EAST
MERLE HIBBS BOULEVARD EAST EXTENSION PROJECT #ECO19001, A
DECREASE OF \$51,077.31**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Wenthold Excavating, for the labor and material for the East Merle Hibbs Boulevard East Extension Project #ECO19001; and

WHEREAS, a decrease is requested to complete the project.

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

Section1. That the contract Change Order #4 for the East Merle Hibbs Boulevard Extension Project, in the decreased amount of \$51,077.31 is hereby accepted and approved.

Passed this 28th day of June 2021, and signed this ____ day of _____, 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

June 16, 2021

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

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

Re: ECO19001 East Merle Hibb Street Extension – Wenthold Excavating, LLC for change order #4 for a deduction of \$51,077.31.

Policy Issue: City policy requires approval of all Change Orders exceeding \$25,000 and for extension of contract completion dates.

Recommendation: Staff is recommending approval of change order #4.

Background: The attached change order #4 is for a reduction in project costs of \$51,077.31. The change order includes the removal and reconciliation of specific bid items and adds bid items for additional granular material under sidewalks and recreational trails. The overall project costs for the work including this change order would be \$2,518,908.44. This change order reduces the overall project costs.

Budget Impact: There are no changes to the project costs.

Attachment: Change Order #4

cc: Jessica Kinser, City Administrator

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



**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 & #2 FOR THE
AIRPORT VAULT IMPROVEMENTS PROJECT #ARP19002,
A DECREASE OF \$8,702.69**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Van Maanen Electric, Inc., for the labor and material for the Airport Vault Improvements Project #ARP19002; and

WHEREAS, a decrease is requested to complete the project.

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

Section1. That the contract Change Order #1 & # 2 for the Airport Vault Improvements Project, in the decreased amount of \$8,702.69 is hereby accepted and approved.

Passed this 28th day of June 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



June 3, 2021

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Vault Improvements
Marshalltown Municipal Airport
Marshalltown, Iowa
City Project No. ARP 19002
AIP 3-19-0058-017-2020
CGA PN 4482.06

Dear Justin:

Enclosed for your review and processing is a PDF copy of Change Order #1.

Please sign, scan, and return a PDF copy of the Change Order to our office. We will provide an electronic copy of this document for your files as part of closeout.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Justin F. Strom", is positioned above the printed name.

Justin F. Strom, P.E.
Project Manager

Project: Vault Improvements	Change Order # 1
AIP No. 3-19-0058-017-2020	CGA PN: 4482.06
Owner: City of Marshalltown	Contract Date: July 28, 2020
Contractor: Van Maanen Electric, Inc.	Contract Amount: \$310,816.75

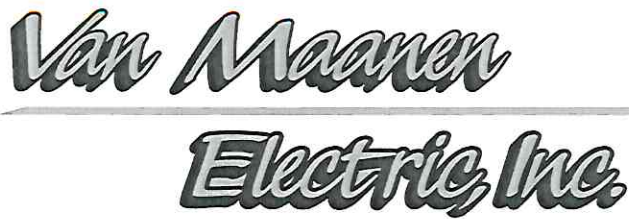
List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES	Amount Increase or Decrease
Materials and labor to provide new Alliant Energy approved 200 amp lever bypass commercial meter socket. Includes new 30 amp fused disconnect from the 200 amp meter socket and reconfiguring the pipes to meet Alliant Energy standards for wiring the meter. Add Item No. CO1-1, ASOS Equipment Changes, to the contract: 1 LS @ \$1,171.80/LS.....	+ \$1,171.80
Materials and labor to install industrial spec grade <u>GFCI</u> receptacles in the vault building. Add Item No. CO1-2, Upgrade to GFCI Receptacles, to the contract: 1 LS @ \$124.38/LS.....	+ \$124.38
Materials and labor to provide 2 industrial grade platforms below FBO Hangar Panel MDP to meet 6'-7" NEC code requirements for heights to electrical equipment. Add Item No. CO1-3, FBO Hangar Panel Platform, to the contract: 1 LS @ \$560.14/LS.....	+ \$560.14
Net Change This Order (+ or -)	+ \$1,856.32
Net Changes Previous Orders:	\$0.00
Total Net Changes to Date:	+ \$1,856.32

Contract Completion Date N/A	Days Increased 0	Days Decreased 0	Revised Completion Date N/A
---------------------------------	---------------------	---------------------	--------------------------------

If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.

Contractor: Van Maanen Electric, Inc.		Date: 05/26/21	
By: 	Title: Project Manager		
Recommended	By: 	Title: Project Manager	Date: 5/26/21
Approved	By:	Title:	Date:



PROPOSAL REQUEST

Van Maanen Electric Inc.

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

CCN # 1
Date: 2/3/2021
Project Name: Marshalltown Airport Vault Improvements
Page Number: 1

City of Marshalltown

Contact: Joe Roenfeldt
24 N Center Street
Marshalltown, IA 50158
E-mail: jroenfeldt@cgaconsultants.com

Work Description

Scope: Materials and labor to provide new Alliant Energy approved 200 amp lever bypass commercial meter socket. We will install a new 30 amp fused disconnect from the 200 amp meter socket. This includes reconfiguring the pipes to meet Alliant Energy standards for wiring the meter.

Breakdown

Description	Qty
200A LEVER BYPASS ALLIANT METER	1
30A 240V 2P NEMA 3R DISCONNECT	1
CLASS R FUSE	2
Totals	4

Summary

Material		435.02
LABOR	(5.35 Hrs @ \$65.00)	347.75
MINI EXCAVATOR/OPERATOR	(2.65 Hrs @ \$85.00)	225.25
O&M	(@ 15.000 %)	151.20
BOND	(@ 1.000 %)	11.59

Final Amount**\$1,170.81****Van Maanen Authorization:**

Project Manager: Austin O'Brien
Phone Number: 641-791-9473
E-mail: aobrien@vanmaanenelectric.com

Signature: 

Date: 02/03/2021

City of Marshalltown Authorization

Name: Joe Roenfeldt

Signature: _____

Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

1

Date:

2/3/2021

Project Name:

Marshalltown Airport Vault Improvements

Page Number:

2

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

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

CCN # 2
Date: 5/24/2021
Project Name: Marshalltown Airport Vault Improvements
Page Number: 1

City of Marshalltown

Contact: Justin Strom
24 N Center Street
Marshalltown, IA 50158
E-mail: jstrom@cgaconsultants.com

Work Description

Scope: Materials and labor to install industrial spec grade GFCI receptacles in the vault building.

Breakdown

Description	Qty
P&S 2097-TRWRW 20A 125V GFCI RCPT	2
Totals	2

Summary

Material		58.34
LABOR	(0.75 Hrs @ \$65.00)	48.75
O&M	(@ 15.000 %)	16.06
BOND	(@ 1.000 %)	1.23

Final Amount **\$124.38**

Van Maanen Authorization:

Project Manager: Austin O'Brien
Phone Number: 641-791-9473
E-mail: aobrien@vanmaanenelectric.com

Signature: _____

Date: 05/24/2021**City of Marshalltown Authorization**

Name: Justin Strom

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

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

CCN #

3

Date:

5/24/2021

Project Name:

Marshalltown Airport Vault Improvements

Page Number:

1

City of Marshalltown

Contact: Justin Strom
24 N Center Street
Marshalltown, IA 50158
E-mail: jstrom@cgaconsultants.com

Work Description

Scope: Materials and labor to provide 2 industrial grade platforms.

Breakdown

Description	Qty
INDUSTRIAL GRADE PLATFORMS	2
Totals	2

Summary

Material		440.00
LABOR	(0.65 Hrs @ \$65.00)	42.25
O&M	(@ 15.000 %)	72.34
BOND	(@ 1.000 %)	5.55

Final Amount**\$560.14****Van Maanen Authorization:**

Project Manager: Austin O'Brien
Phone Number: 641-791-9473
E-mail: aobrien@vanmaanenelectric.com

Signature:

Date: 05/24/2021

City of Marshalltown Authorization

Name: Justin Strom

Signature:

Date:

ORIGINAL



June 3, 2021

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Vault Improvements
Marshalltown Municipal Airport
Marshalltown, Iowa
City Project No. ARP 19002
AIP 3-19-0058-017-2020
CGA PN 4482.06

Dear Justin:

Enclosed for your review and processing is a PDF copy of Change Order #2.

Please sign, scan, and return a PDF copy of the Change Order to our office. We will provide an electronic copy of this document for your files as part of closeout.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

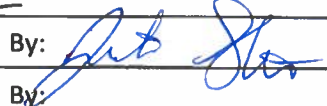
CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Justin F. Strom", is positioned above the printed name.

Justin F. Strom, P.E.
Project Manager

Project: Vault Improvements	Change Order # 2
AIP No. 3-19-0058-017-2020	CGA PN: 4482.06
Owner: City of Marshalltown	Contract Date: July 28, 2020
Contractor: Van Maanen Electric, Inc.	Contract Amount: \$310,816.75

List below on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES				Amount Increase or Decrease
This change order adjusts plan quantities to final field measured quantities				
•	Item No. 3 – Pavement Removal Decrease 72.6 SY @ \$15.00/SY			-\$1,089.00
•	Item No. 10 – No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Trench, Duct or Conduit Decrease 410.0 LF @ \$1.81/LF			-\$742.10
•	Item No. 11 – No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Including Ground Rods and Connectors Decrease 17.0 LF @ \$1.32/LF			-\$22.44
•	Item No. 12 – No. 2 AWG, 600V, L-824, RHW-2, Type C Equipment Ground Cable, Installed in Trench, Duct or Conduit Decrease 90.0 LF @ \$2.01/LF			-\$180.90
•	Item No. 13 – No. 3/0 AWG, 600V, L-824, RHW-2, Type C Cable, Installed in Trench, Duct or Conduit Decrease 270.0 LF @ \$2.96/LF			-\$799.20
•	Item No. 14 – No. 4 AWG, 600V, L-824, TWHN-2, Type C Cable, Installed in Trench, Duct or Conduit Increase 99.0 LF @ \$1.71/LF			+\$169.29
•	Item No. 15 – No. 4 AWG, 600V, L-824, TWHN-2, Type C Equipment Ground Cable, Installed in Trench, Duct or Conduit Increase 28.0 LF @ 1.71/LF			+\$47.88
•	Item No. 16 – No. 10 AWG, 600V, L-824, TWHN-2, Type C Cable, Installed in Trench, Duct or Conduit Decrease 8.0 LF @ \$0.97/LF			-\$7.76
•	Item No. 17 – No. 10 AWG, 600V, L-824, TWHN-2, Type C Equipment Ground Cable, Installed in Trench, Duct or Conduit Decrease 4.0 LF @ \$0.97/LF			-\$3.88
•	Item No. 25 – 2 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill Decrease 1,092.0 LF @ \$1.45/LF			-\$1,583.40
•	Item No. 26 – 1 Way 3 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill Decrease 25.0 LF @ \$5.20/LF			-\$130.00
•	Item No. 27 – 2 Way 4 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill Decrease 360.0 LF @ \$8.00/LF			-\$2,880.00
•	Item No. 28 – 2 Inch HDPE Conduit, Directionally Bored Decrease 445.0 LF @ \$7.50/LF			-\$3,337.50
Net Change This Order (+ or -)				-\$10,559.01
Net Changes Previous Orders:				+\$1,856.32
Total Net Changes to Date:				-\$8,702.69
Contract Completion Date N/A		Days Increased 0	Days Decreased 0	Revised Completion Date N/A
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.				
Contractor: Van Maanen Electric, Inc.			Date: 05/26/21	
By: 			Title: Project Manager	
Recommended	By: 	Title: Project Manager		Date: 5/26/21
Approved	By: 	Title:		Date:

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE AIRPORT
HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #ARP19001
AN INCREASE OF \$8,937.56**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, Inc., for the labor and material for the Airport Hangar, Terminal And Site Improvements Project #ARP19001; and

WHEREAS, an increase is requested to complete the project.

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

Section1. That the contract Change Order #1 for the Airport Hangar, Terminal and Site Improvements Project, in the increased amount of \$8,937.56 is hereby accepted and approved.

Passed this 28th day of June 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



June 3, 2021

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158

Re: Hangar Building, Terminal Building and Site Improvements
Marshalltown Municipal Airport
Marshalltown, Iowa
AIP 3-19-0058-017-2020
Iowa DOT PN 9I200MIW100, 9I200MIW300 & 9I210MIW100
City Project Np. ARP19001
CGA PN 4482.06

Dear Justin:

Enclosed for your review and processing is a PDF copy of Change Order #1.

Please sign, scan, and return a PDF copy of the Change Order to our office. We will provide an electronic copy of this document for your files as part of closeout.

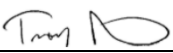
Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, which appears to read "Justin F. Strom", is positioned above the printed name of the signatory.

Justin F. Strom, P.E.
Project Manager

Project: Hangar, Terminal and Site Improvements			Change Order # 1	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653			CGA PN: 4482.06	
Owner: City of Marshalltown			Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.			Contract Amount: \$2,716,167.50	
<i>List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.</i>				
PROPOSED CHANGES			Amount Increase or Decrease	
Materials and labor to provide for Foundation Footing changes per COR #0001. Add Item No. BP1-CO1-1, Foundation Footing Changes, to the contract: 1 LS @ \$569.98/LS.....			+\$569.98	
Materials and labor to install additional Roller Shades at all exterior windows of the Terminal building excluding the Lobby and Vestibules per COR #0002. Add Item No. BP2-CO1-2, Additional Rollers Shades, to the contract: 1 LS @ \$4,116.47/LS.....			+\$4,116.47	
Materials and labor to change Terminal window positions from center set to front set to provide better cohesion between adjacent curtain wall construction per COR #0003. Add Item No. BP2-CO1-3, Window Position Change, to the contract: 1 LS @ \$4,251.11/LS.....			+\$4,251.11	
Net Change This Order (+ or -)			+\$8,937.56	
Net Changes Previous Orders:			\$0.00	
Total Net Changes to Date:			+\$8,937.56	
Contract Completion Date N/A	Days Increased 0	Days Decreased 0	Revised Completion Date N/A	
<i>If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.</i>				
Contractor: Garling Construction, Inc.			Date: 6-2-21	
By: 		Title: President		
Recommended	By: 	Title: Project Manager	Date: 6/3/21	
Approved	By:	Title:	Date:	



General Contractors

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

COR #. **0001**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Thursday, March 18, 2021

Project: Marshalltown Hangar Improvements
Project #: 54138

Change (2) F4 footings to F5 footings.

#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00001	CO - COR 001 Allstar	Subcontract Expense			\$508.00	10.00	\$558.80
00001	Bond	Other Expense		0.000	\$11.18		\$11.18

PROPOSAL SUMMARY

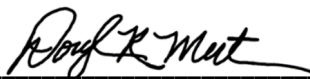
Subcontract Expense	\$558.80
Other Expense	\$11.18
Net Costs	\$569.98

Proposal Total **\$ 569.98**

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____
CITY OF MARSHALLTOWN

PM: x  Date: 3/18/2021
Douglas R Mertens, Project Manager



General Contractors

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

COR #. 0002

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158		Date Wednesday, May 26, 2021
Project:	Marshalltown Hangar Improvements	
Project #:	54138	
Added Roller Shades		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00002					3580.000	10.0000	\$3,938.00
00002	Project Manager	Labor Expense		0.000	85.000	15.0000	\$97.75
00002	Bond	Other Expense		0.000	80.720		\$80.72

PROPOSAL SUMMARY

	\$3,938.00
Labor Expense	\$97.75
Other Expense	\$80.72
Proposal Total	\$4,116.47

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN



PM: x _____ Date: 5-26-21

Douglas R Mertens, Project Manager



3400 SE Miehle Dr #6
Grimes, IA 50111
515.986.0975 ph
515.986.0979 fx

REQUEST FOR PROPOSAL

DATE: 5/4/2021

TO: Garling Construction - Doug "Mert" Mertens

FROM: Jessie McCollum

RE: Marshalltown Airport - Marshalltown, IA

DESCRIPTION OF POTENTIAL CHANGE IN YOUR CONTRACTUAL SCOPE OF WORK:

CHANGE IN WORK SUBCONTRACTOR COST BREAKDOWN

TOTALS

Material and Labor

1. (2) 72" x 84" - Manager N
2. (1) 108" x 84" - Manager E
3. (2) 63" x 84", (1) 54" x 84" - Reception
4. (1) 72" x 84" - Pilot 102
5. (1) 36" x 84" - Pilot 103

\$900.00
\$750.00
\$1,050.00
\$480.00
\$400.00

TOTAL COST CHANGE (If no cost change indicate \$0): **\$3,580.00**

Will this change affect the Schedule? (Check One)

No: ☒

Yes ☐ # of Days _____

cc: Project File



General Contractors

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

COR #. 0003

CITY OF MARSHALLTOWN		Date	Wednesday, May 26, 2021
24 N CENTER STREET			
MARSHALLTOWN, IA 50158			
Project:	Marshalltown Hangar Improvements		
Project #:	54138		
Credit 60 % glass coverage and added cost for front set storefront per returned shop			

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00003	CR Glass				3700.000	10.0000	\$4,070.00
00003	Project Manager	Labor Expense		0.000	85.000	15.0000	\$97.75
00003	Bond	Other Expense		0.000	83.360		\$83.36

PROPOSAL SUMMARY

	\$4,070.00
Labor Expense	\$97.75
Other Expense	\$83.36
Proposal Total	\$4,251.11

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN



PM: x _____ Date: 5-26-21

Douglas R Mertens, Project Manager

CR GLASS

625 C Ave NE
Cedar Rapids, IA 52401
(319) 363-9624

Request for Change Order

To: GARLING CONSTRUCTION
1120 11TH ST, BELLE PLAINE
BELLE PLAINE IA 52208

Project: MARSHALTOWN HANGER

RFC No: 1
Date: May 13, 2021
Description: Changes to returned submittal shop drawings

Please see the deduct for the glass and the added cost below to supply and install 2" x 6" curtain wall and front set storefront in lieu of specified systems. Please note that front set framing is more expensive than center set, includes shipping and our optimization is not the same because we are using a different system from the original that was to be used at the interior as well. Please advise if you have any questions.

Glass credit----- (\$800.00)
(115 SF)

Material----- \$3,413.00
Drafting----- \$500.00
Mark up----- \$587.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,700.00 will be added to the contract price.

Authorized Signature: _____ Date: _____
CR GLASS

Authorized Signature: _____ Date: _____
CONTRACTOR

RESOLUTION NO. 2021-157
RESOLUTION APPROVING SETTLEMENT

WHEREAS, on or about March 31, 2021, Rhett N. Schmitt filed a lawsuit against the City of Marshalltown ("the City") in the Iowa District Court in and for Marshall County to recover property damages after an alleged sewer back up in a business that allegedly occurred on October 15, 2020 ("the incident"), and

WHEREAS, the City through its legal counsel has negotiated a settlement that resolves this matter, and

WHEREAS, the perfection of settlement requires the City's approval of same, and

WHEREAS, the City went into closed session on the 14th day of June, 2021 and received advice from its legal counsel, Alex Grasso of Hopkins & Huebner, P.C., regarding the proposed settlement, and

WHEREAS, the City admits no liability or wrongdoing of any kind of it or its employees or agents as part of the settlement, and

WHEREAS, the proposed settlement releases the City from any further liability to Rhett N. Schmitt and/or State Street Trading Company, LLC regarding the incident, and

WHEREAS, the City finds that the settlement of this matter is in the best interest of the City, and

NOW, THEREFORE, BE IT RESOLVED, that the City hereby approves the settlement discussed in closed session with its legal counsel.

This Resolution shall take immediate effect.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____, 2021.

Moved: _____

Second: _____

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION NO. 2021-158

**A RESOLUTION TO APPROVE THE STATE RECREATIONAL TRAIL
APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL**

Whereas, the Iowa River's Edge Trail runs from Marshalltown North to near Highway 20 in Hardin County,

Whereas, replacing Bridges #2 to #5 in Marshall County is funded and final engineering is being completed,

Whereas, after the bridges are completed the City can request funding to pave the approximate 1.78 miles from bridge #2 and to a former public road beyond bridge #5,

Whereas, in 2020 a \$300,000 Federal Recreational Trails Grant was approved with a \$75,000 local cash match,

Whereas, the City has applied for \$650,000 of IDOT Pandemic Trail Funds but that funding will not be known until September 2021. If that funding is approved the funds for this project application will not be needed.

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

Section 1: The \$450,000 State Recreational Trail Grant is approved for paving 1.78 miles from Bridge #2 to a point beyond Bridge #5. The total estimated budget for this project is \$1,025,000.

Section 2: The City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion.

Approved this ____ day of _____, 2021.

Joel Greer,
Mayor, City of Marshalltown

Attest:

Alicia Hunter,
City Clerk

**RESOLUTION ORDERING CONSTRUCTION OF THE 2021 DERECHO STREAM
CHANNEL CLEARING PROJECT SMW21001, 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 2021 Derecho Stream Channel Clearing Project No. SMW21001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No SMW21001, 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 2021 Derecho Stream Channel Clearing Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SMW21001, 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 2021 Derecho Stream Channel Clearing 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 July 12, 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 o'clock A.M., local time, on July 20th , 2021_. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on July 26, 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 28th day of June, 2021, and signed this _____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

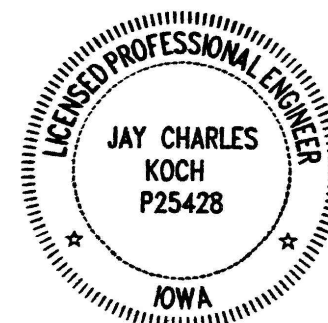
Alicia Hunter, City Clerk

PROJECT LOCATION

PROJECT IS FUNDED WITH NRCS FUNDING AND ALL FEDERAL REQUIREMENTS ASSOCIATED WITH THIS WORK WILL BE FOLLOWED. THE PROJECT IS CLASSIFIED AS JOB CLASS IV.

INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN NOTES AND ESTIMATED QUANTITIES
3	LOCATION MAP
4-10	ANSON CREEK DEBRIS CLEARING
11-16	MELCHER CREEK DEBRIS CLEARING
17-24	BRADY CREEK DEBRIS CLEARING
25-28	IOWA RIVER LEVY DEBRIS CLEARING

 **IOWA**
ONE CALL
1-800-292-8989
www.iowacall.com



My registration expires December 31st, 2022
 Sheets covered by this seal : ALL

CONSTRUCTION NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE NATURAL RESOURCES CONSERVATION SERVICE CONSERVATION PRACTICE STANDARD, CLEARING AND SNAGGING CODE 326, AND THE MOST CURRENT EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), AS AMENDED WITH THE MARSHALLTOWN SPECIAL PROVISIONS. ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS, AND MARSHALLTOWN SPECIAL PROVISIONS, ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2. ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH STANDARDS SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3. PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
4. THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
6. LIMITS OF CONSTRUCTION ARE WITHIN THE CITY PROPERTY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
7. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT.
9. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED.
10. PUBLIC ACCESS: THE CONTRACTOR SHALL EXERCISE REASONABLE MEANS TO MAINTAIN THE CONSTRUCTION AREA OPEN TO LOCAL TRAFFIC FOR ACCESS TO PROPERTY'S ABUTTING THE RECREATIONAL AREAS. IN ANY EVENT, THE CONSTRUCTION ZONE SHALL BE ACCESSIBLE TO EMERGENCY VEHICLES AT ALL TIMES.

PROJECT NOTES:

1. THE CITY HAS OBTAINED THE NECESSARY EASEMENTS FOR THE CONTRACTOR TO ACCESS THE WORK AREAS. THESE ARE PROVIDED ON THE PLANS.
2. CONTRACTOR LIMIT THEIR ACTIVITIES TO TOP OF BANK TO TOP OF BANK. THIS WILL REQUIRE THE CONTRACTOR TO REMOVE AND HAUL DEBRIS DOWN THE CHANNEL TO AN ACCESS SITE. IT IS ASSUMED THAT SMALLER TRACKED EQUIPMENT WILL BE NECESSARY TO COMPLETE THIS WORK.
3. MANY TREES WERE TIPPED OVER WITH THE ROOTBALL PARTIALLY OR COMPLETELY EXPOSED. THE EXPOSED ROOTBALLS ARE INCLUDED IN THE QUANTITIES FOR REMOVAL.
4. TREES THAT WERE SNAPPED WHOLLY OR PARTIALLY OFF SHALL BE REMOVED AND THE TREE CUT DOWN SO THAT NO MORE THAN SIX (6) INCHES REMAIN.
5. ALL TREE DEBRIS SHALL BE REMOVED FROM THE STREAM CHANNELS TO PROVIDE UNRESTRICTED FLOW.
6. THE CULVERT ENDS DESIGNATED FOR EARTHEN AND TREE CLEARING WILL INCLUDE ALL DEBRIS AT THE CULVERT INLET AND OUTLETS. SOME CULVERTS ARE PARTIALLY FILLED WITH DEBRIS AND ARE NOTED TO BE REMOVED. CONTRACTOR MAY JET AND VACUUM THIS DEBRIS, OR USE

OTHER OPTIONS AVAILABLE. SEDIMENT AND OR DEBRIS WILL NOT BE ALLOWED TO BE WASHED DOWN STREAM.

7. THE CITY OF MARSHALLTOWN'S EXISTING RESTRICTED USE SITE WILL BE UTILIZED FOR STAGING OF TREES DEBRIS. THE LOCATION IS PROVIDED ON SHEET 26. TREE DEBRIS MAY BE STOCKPILED AND CHIPPED IN THIS AREA. CHIPPED MATERIALS WILL BE REMOVED FROM AREA AS SOON AS POSSIBLE. DEBRIS OTHER THAN TREES, SHALL NOT BE STORED IN THIS AREA. THE CONTRACTOR SHALL SECURE A SITE TO DISPOSE OF EARTHEN DEBRIS.
8. CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
9. ALL DISTURBED ACCESS AREAS SHALL BE SEEDED AND/OR MULCHED UPON COMPLETION OF DEBRIS REMOVAL.
10. TREES THAT REQUIRE TO BE REMOVED FOR DEBRIS REMOVAL HAVE ALREADY BEEN ADDED INTO QUANTITIES. IF ADDITIONAL REMOVAL IS NECESSARY, NOTIFY THE ENGINEER.
11. THE WORK ON THE IOWA RIVER LEVY AREA WILL INCLUDE AREAS THAT CURRENTLY HAVE AN ASPHALT RECREATIONAL TRAIL. THE TRAIL IS NOT CONSTRUCTED TO HANDLE HEAVY EQUIPMENT AND OR TRUCKS. THE CONTRACTOR WILL BE REQUIRED TO PLACE TEMPORARY GRAVEL CROSSINGS AT THE ACCESS LOCATIONS FOR HEAVY TRUCKS AND EQUIPMENT. NO VEHICLE LOADING OVER 4 TONS WILL BE ALLOWED ON THE TRAIL. CONTRACTOR MAY NEED TO SHUTTLE LOADS TO ACCESS POINTS. ALL TEMPORARY CROSSINGS AND SHUTTLING OF DEBRIS ARE INCIDENTAL TO THE DEBRIS REMOVAL BID ITEMS.

UTILITY COORDINATION NOTES:

1. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4. IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF IDNR NPDES GENERAL PERMITS #2.
2. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY.
3. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
4. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
5. QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
6. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
7. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
8. BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES SHALL BE REVISED AT THE CONSTRUCTION SITE AS

APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.

9. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

GRADING NOTES:

1. ALL GRADING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 2 OF THE SPECIFICATIONS
2. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE EXTENT PRACTICABLE.
3. ACCESS ROUTES SHALL BE AS DESIGNATED ON THE PLANS.
4. ALL ACCESS ROUTES SHALL BE RETURNED TO THEIR PRE-CONSTRUCTION STATE. SEEDING OF DISTURBED AREAS INCLUDES ALL ACCESS EASEMENTS SHOWN AND AND APPROXIMATE 20 FOOT WIDE AREA ALONG THE ENTIRE NORTH SIDE OF LEVY. ANY DAMAGE OUTSIDE ACCESS ROUTES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE.

ESTIMATE OF QUANTITIES

ITEM#	DESCRIPTION	QUANTITY	UNIT
1	Removal of debris buildup from culverts	313	CY
2	Removal of trees, branches and root balls from stream	795	CY
3	Grinding Trees and Branches	795	CY
4	Hauling and Disposal of Wood Chips	596	CY
5	Temporary Traffic Control	1	LS
6	Seeding, Fertilizing and Mulch	16.2	Acre
7	SWPPP Preparation	1	LS
8	SWPPP Management	1	LS
9	Mobilization	1	LS

[illegible]

ACCESS TO STREAM CHANNEL IS FROM
STREETS AND EASEMENTS SHOWN
ONLY.

**CONTRACTOR SHALL UTILIZE PROPER
SIGNAGE FOR OPERATIONS.**

SITE ACCESS FROM
S 7TH AVENUE
PROVIDED WITH
TEMPORARY
EASEMENT

ESTIMATED 42 CY OF TREE
DEBRIS.

**SITE ACCESS FROM
S 12TH AVENUE
PROVIDED WITH
PERMANENT
SANITARY SEWER
EASEMENT**

SCALE
1"=100'

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

Registration No. _____


 the City of
Marshalltown
 PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET
 MARSHALLTOWN, IA 50158 (641) 754-5734

Drawn By: JCK
Chk' By: JCK
Proj. No: SMW21001
Dwg. No: CLUBS REMOVAL
V.P. No: ANSON (3)
Date: 6/9/21

ANSON CREEK DEBRIS
CLEARING

2021 DERECHO STREAM CHANN
CLEARING

MARSHALLTOWN, IOWA

ACCESS TO STREAM CHANNEL AND
BOX CULVERTS IS FROM STREETS AND
EASEMENTS SHOWN ONLY.

CONTRACTOR SHALL UTILIZE STREAM CHANNEL TO REMOVE DEBRIS AND HAUL TO NEAREST STREET OR EASEMENT ACCESS.

CONTRACTOR SHALL UTILIZE PROPER
SIGNAGE FOR OPERATIONS.

REMOVE DEBRIS FROM BOTH
ENDS OF BOX CULVERT.
RESTORE FULL FLOW INTO AND
OUT OF BOX CULVERT.

ESTIMATED 2 CY OF EARTHEN
AND TREE DEBRIS.



SCALE
1"=100'

OLIVE

S 7th AVE.

Anson Creek

REMOVE AND DISPOSE
ALL FALLEN TREES AND
BRANCHES LOCATED WITHIN
CHANNEL BANKS.

REMOVAL WILL INCLUDE ALL
STUMPS THAT HAVE BEEN
PARTIALLY OR FULLY
UP-ROOTED.

TREES THAT HAVE NOT BEEN
UP-ROOTED SHALL BE CUT
OFF NO MORE THAN 6" ABOVE
GROUND LEVEL.

ESTIMATED 123 CY OF TREE
DEBRIS.

SITE ACCESS FROM
S 7TH AVENUE
PROVIDED WITH
TEMPORARY
EASEMENT AND
PERMANENT
SANITARY SEWER
EASEMENT

SITE ACCESS FROM
S 12TH AVENUE
PROVIDED WITH
PERMANENT
SANITARY SEWER
EASEMENT

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 the City of
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 PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET
 MARSHALLTOWN, IA 50158 (641) 754-5734

Drawn By: JCK	
Chk' By: JCK	
Proj. No: SMW21001	
Dwg. No:	DEBRIS REMOVAL
V.P. No: ANSON (4)	

ANSON CREEK DEBRIS
CLEARING

2021 DERECHO STREAM CHANNEL
CLEARING
MARSHALL TOWN IOWA

ACCESS TO STREAM CHANNEL AND
BOX CULVERTS IS FROM STREETS AND
EASEMENTS SHOWN ONLY.

CONTRACTOR SHALL UTILIZE PROPER SIGNAGE FOR OPERATIONS.

SITE ACCESS FROM
E OLIVE ST
PROVIDED WITH
PERMANENT
SANITARY SEWER
EASEMENT

REMOVAL WILL INCLUDE ALL
STUMPS THAT HAVE BEEN
PARTIALLY OR FULLY
UP-ROOTED.

ESTIMATED 78 CY OF TREE
DEBRIS.

SITE ACCESS FROM
S 7TH AVENUE
PROVIDED WITH
PERMANENT
SANITARY SEWER
EASEMENT

SCALE
1"=100'

GREENBRIER LN.

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Chk' By: JCK
Proj. No: SMW21001
Dwg. No: DEBRS REMOVAL
V.P. No: ANSON (5)
Date: 6/9/21

ANSON CREEK DEBRIS
CLEARING

ACCESS TO STREAM CHANNEL AND
BOX CULVERTS IS FROM STREETS AND
EASEMENTS SHOWN ONLY.

CONTRACTOR SHALL UTILIZE PROPER
SIGNAGE FOR OPERATIONS.

SITE ACCESS FROM E
SOUTH ST PROVIDED
WITH PRIVATE
TEMPORARY EASEMENT
AND PERMANENT
SANITARY SEWER
EASEMENT

REMOVE DEBRIS FROM BOX
CULVERT ENTRANCE AND
OUTLET AND RESTORE FULL
FLOW INTO AND OUT OF BOX
CULVERT.

ESTIMATED 9 CY OF EARTHEN
DEBRIS.

REMOVE AND DISPOSE
ALL FALLEN TREES AND
BRANCHES LOCATED WITHIN
CHANNEL BANKS.

REMOVAL WILL INCLUDE ALL STUMPS THAT HAVE BEEN PARTIALLY OR FULLY UP-ROOTED.

TREES THAT HAVE NOT BEEN
UP-ROOTED SHALL BE CUT OFF
NO MORE THAN 6" ABOVE
GROUND LEVEL.

ESTIMATED 52 CY OF TREE
DEBRIS.

SITE ACCESS FROM
S 7TH AVENUE
PROVIDED WITH
PERMANENT
SANITARY SEWER
EASEMENT

[illegible]

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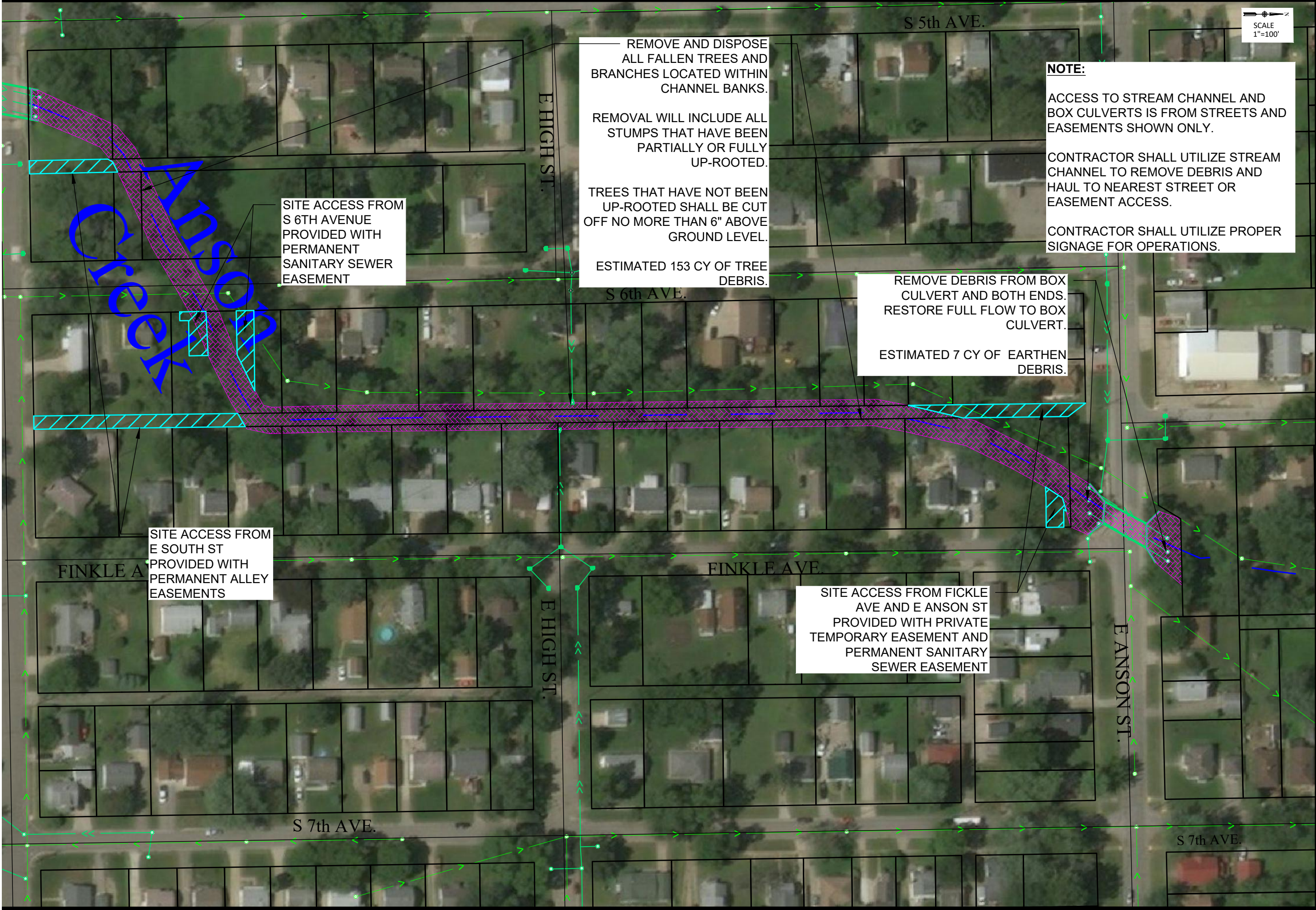
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MARSHALLTOWN, IA 50158 (641) 754-5734

Drawn By: JCK
Chk' By: JCK
Proj. No: SMW21001
Dwg. No: DE BRIS REMOVAL
V.P. No: ANSON (6)
Date: 6/9/21

ANSON CREEK DEBRIS
CLEARING

2021 DERECHO STREAM CHANNEL
CLEARING
MARSHALLTOWN, IOWA



SCALE
1"=100'

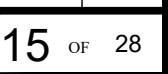
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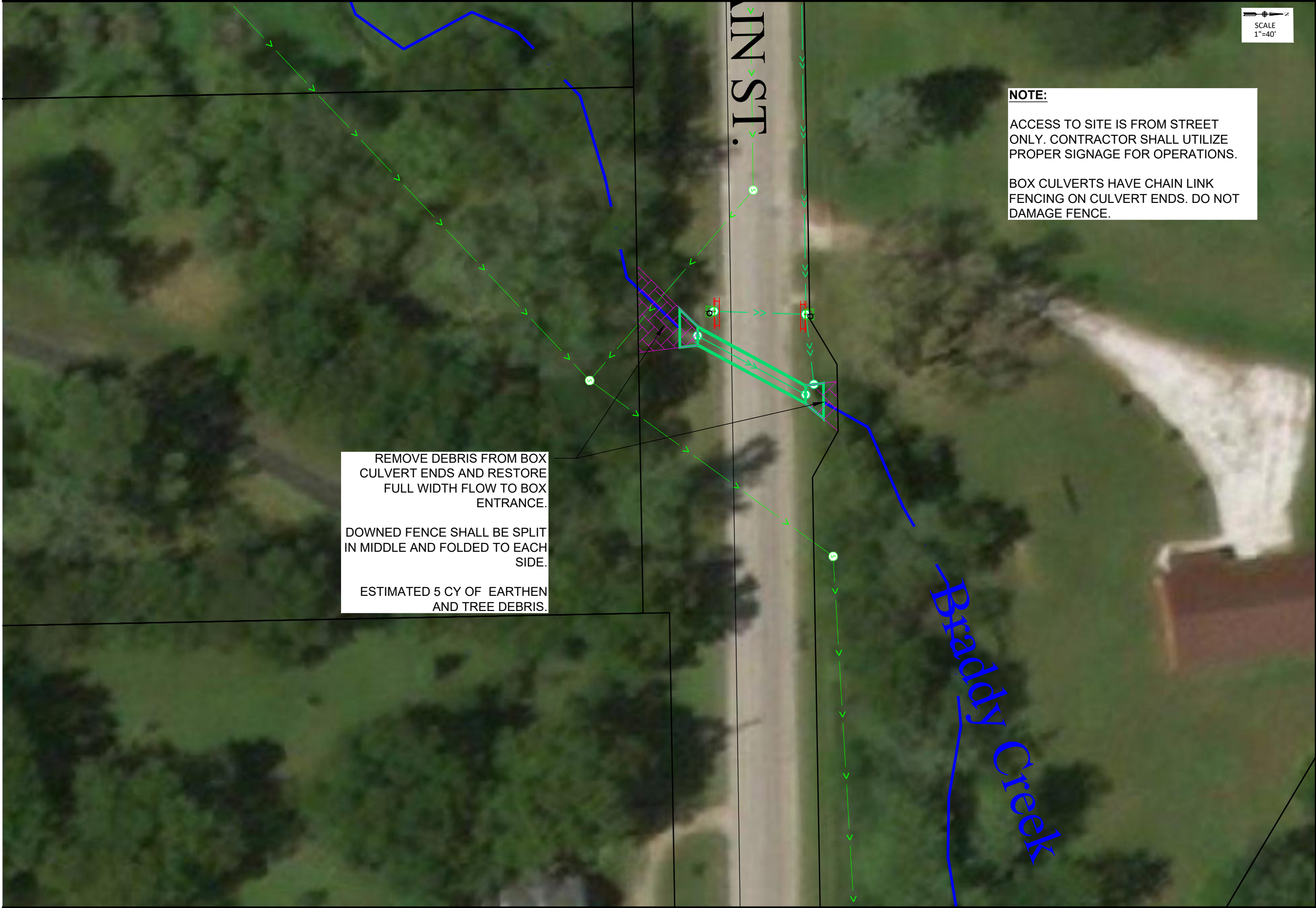
ACCESS TO STREAM CHANNEL AND BOX CULVERTS IS FROM STREETS AND EASEMENTS SHOWN ONLY.

CONTRACTOR SHALL UTILIZE STREAM CHANNEL TO REMOVE DEBRIS AND HAUL TO NEAREST STREET OR EASEMENT ACCESS.

CONTRACTOR SHALL UTILIZE PROPER SIGNAGE FOR OPERATIONS.

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Registration No.	
The City of Marshalltown PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET MARSHALLTOWN, IA 50158 (641) 754-5734	
Drawn By: JCK	Checked By: JCK
Proj. No: SMW21001	Date: 6/9/21
Dwg. No: ANSON(7)	VP. No: ANSON(7)
ANSON CREEK DEBRIS CLEARING	
2021 DERECHO STREAM CHANNEL CLEARING MARSHALLTOWN, IOWA	
10 OF 28	





REMOVE DEBRIS FROM BOX
CULVERT ENDS AND RESTORE
FULL WIDTH FLOW TO BOX
ENTRANCE.

DOWNED FENCE SHALL BE SPLIT
IN MIDDLE AND FOLDED TO EACH
SIDE.

ESTIMATED 5 CY OF EARTHEN
AND TREE DEBRIS.

NOTE:

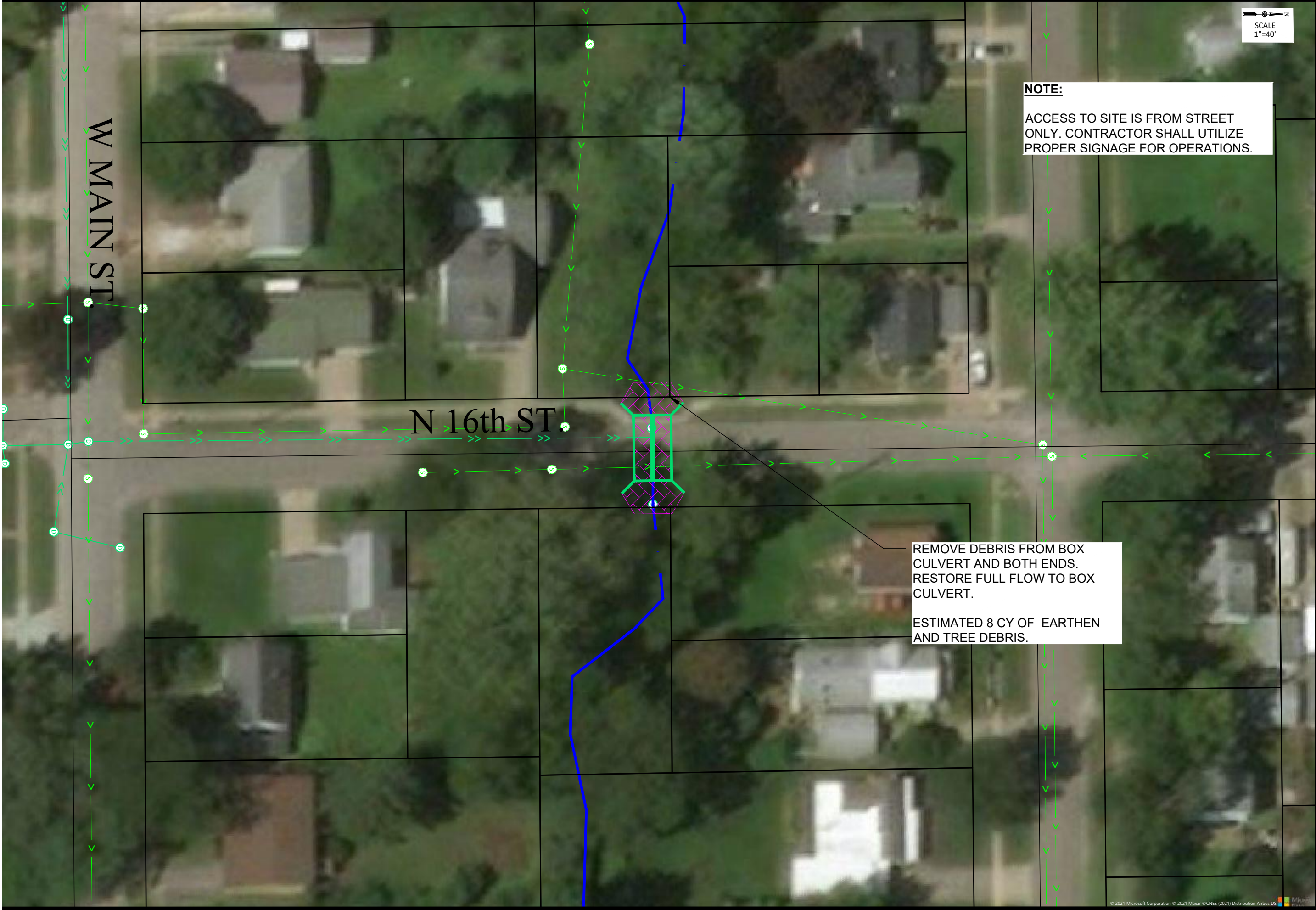
ACCESS TO SITE IS FROM STREET
ONLY. CONTRACTOR SHALL UTILIZE
PROPER SIGNAGE FOR OPERATIONS.

BOX CULVERTS HAVE CHAIN LINK
FENCING ON CULVERT ENDS. DO NOT
DAMAGE FENCE.

SCALE
1"=40'

BRADDY CREEK DEBRIS CLEARING		Drawn By: JCK	The City of Marshalltown		I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa. Registration No.		Revisions		By		App.		Date	
2021 DERECHO STREAM CHANNEL CLEARING MARSHALLTOWN, IOWA		Chk By: JCK	PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET MARSHALLTOWN, IA 50158 (641) 754-5734											
		Proj. No: SMW21001												
		Dwg. No: 000000000												
		V.P. No: BRADDY (3)												
		Date: 6/9/21												





SCALE
1"=40'

NOTE:
ACCESS TO SITE IS FROM STREET ONLY. CONTRACTOR SHALL UTILIZE PROPER SIGNAGE FOR OPERATIONS.

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Registration No.

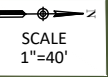


The City of Marshalltown
PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET
MARSHALLTOWN, IA 50158 (641) 754-5734

Drawn By: JCK	Chk By: JCK	Proj. No: SMW21001	Date: 6/9/21
		Dwg. No: 0000000000	
		VP. No: BRADY (S)	

BRADY CREEK DEBRIS CLEARING	2021 DERECHO STREAM CHANNEL CLEARING MARSHALLTOWN, IOWA
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NOTE:

ACCESS TO SITE IS FROM STREET ONLY. CONTRACTOR SHALL UTILIZE PROPER SIGNAGE FOR OPERATIONS.

REMOVE DEBRIS FROM BOX
CULVERT ENTRANCE. RESTORE
FULL FLOW TO BOX CULVERT.

ESTIMATED 14 CY OF EARTHEN
AND TREE DEBRIS.

SUMMIT ST.

N 12th ST.

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Registration No.

The City of
Marshalltown

PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET
MARSHALLTOWN, IA 50158 (641) 754-5734

Drawn By: JCK
Chk' By: JCK
Proj. No: SMW21001
Dwg. No: DESIGN REVISIONAL
V.P. No: BRADY (7)
Date: 6/9/21

BRADY CREEK DEBRIS CLEARING	2021 DERECHO STREAM CHANNEL CLEARING MARSHALLTOWN, IOWA
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PROJECT MANUAL

2021 DERECHO STREAM CHANNEL CLEARING

PROJECT NO. SMW21001

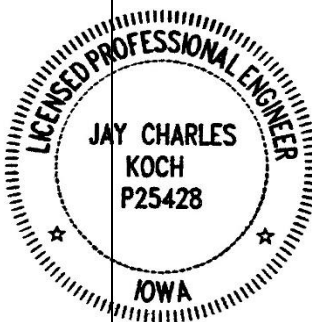
PREPARED BY:

PUBLIC WORKS/ENGINEERING DEPARTMENT

CITY OF MARSHALLTOWN

24 N. CENTER STREET

MARSHALLTOWN, IOWA 50158



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

Signature: Jay C. Koch

Date: 06/18/2021

Name: Jay C. Koch, P. E.

Iowa Reg. No. P25428

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: ALL

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PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2021 DERECHO STREAM CHANNEL CLEARING IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of July 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. SMW21001, the 2021 DERECHO STREAM CHANNEL CLEARING is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 20th day of July 2021 for the construction of the 2021 DERECHO STREAM CHANNEL CLEARING as described in the plans and specifications for Project No. SMW21001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 28th day of July 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 2021 DERECHO STREAM CHANNEL CLEARING in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW21001 the 2021 DERECHO STREAM CHANNEL CLEARING.

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

ESTIMATED PROJECT QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
1	Removal of debris buildup from culverts	313	CY
2	Removal of trees, branches and root balls from stream	795	CY
3	Grinding Trees and Branches	795	CY
4	Hauling and Disposal of Wood Chips	596	CY
5	Temporary Traffic Control	1	LS
6	Seeding, Fertilizing and Mulch	16.2	Acre
7	SWPPP Preparation	1	LS
8	SWPPP Management	1	LS
9	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW21001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

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

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28th day of June 2021.

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. *Government*—means the United States of America and any executive department or agency thereof.
 - C. *NRCS*—means the Natural Resource Conservation Service.
 - D. *Third Party Subcontract*—means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Department of Agriculture.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless

an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

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

2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to drive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **10** days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.

- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

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

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

5.01 Site and Other Areas

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

5.02 Existing Site Conditions

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

Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- D. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- E. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. None.

5.04 Owner will make copies of these other Site-related documents available to any Bidder on request.

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

5.05 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.

5.06 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. Contact information is provided in Article 22.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within

10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 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.
- 10.03 When requested by the Owner, the apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. All Subcontracted work.
- 10.04 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price..
- 10.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 10.06 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 10.07 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

ARTICLE 11—PREPARATION OF BID

- 11.01 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.”
- 11.02 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.
- 11.03 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.
- 11.04 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.
- 11.05 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.
- 11.06 A Bid by an individual must show the Bidder’s name and official address.
- 11.07 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.
- 11.08 All names must be printed in ink below the signatures.
- 11.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 11.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 11.11 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.
- 11.12 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 12—BASIS OF BID

12.01 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.

12.02 Allowances

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

ARTICLE 13—SUBMITTAL OF BID

- 13.01 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.
- 13.02 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.

- 13.03 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 14—MODIFICATION AND WITHDRAWAL OF BID

- 14.01 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.
- 14.02 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.
- 14.03 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 15—OPENING OF BIDS

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

ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.01 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.
- 16.02 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 17—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 17.01 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.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 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.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 17.06 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.
- 17.07 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 18—BONDS AND INSURANCE

- 18.01 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.
- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 19—SIGNING OF AGREEMENT

- 19.01 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 20—SALES AND USE TAXES

- 20.01 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 21—PREFERENCE FOR IOWA PRODUCTS

- 21.01 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 22—ENGINEER INFORMATION

- 22.01 The Engineering firm is: City of Marshalltown
- A. The Engineering firm's contact person is: Jay C. Koch, P.E., Civil Engineer II
 - B. The firm's address is:
24 N. Center Street
Marshalltown, IA 50158
 - C. Phone (641) 754-5734 (Ext. 4150)
 - D. Email: jkoch@marshalltown-ia.gov

ARTICLE 23—WAGE RATE REQUIREMENTS

23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

23.02 The requirements for bidders and contractors under these orders are explained in the Supplementary Conditions.

ARTICLE 24—NONDISCRIMINATION IN EMPLOYMENT

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

ARTICLE 25—ELIMINATION OF SEGREGATED FACILITIES CERTIFICATION

25.01 Contractors and subcontractors for the Project shall not maintain facilities provided for employees in a segregated manner, or permit employees to perform their services at any location under contractor's or subcontractor's control where segregated facilities are maintained.

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001

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

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Bidders Status Form.
 - H. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - I. Certification Regarding Lobbying
 - J. Certification of Nonsegregated Facilities

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

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

Base Bid – Debris Clearing					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Removal of debris buildup from culverts	313	CY	\$	\$
2	Removal of trees, branches and root balls from stream	795	CY	\$	\$
3	Grinding Trees and Branches	795	CY	\$	\$
4	Hauling and Disposal of Wood Chips	596	CY	\$	\$
5	Temporary Traffic Control	1	LS	\$	\$
6	Seeding, Fertilizing and Mulch	16.2	Acre	\$	\$
7	SWPPP Preparation	1	LS	\$	\$
8	SWPPP Management	1	LS	\$	\$
9	Mobilization	1	LS	\$	\$
Total of All Unit Price Bid Items					\$

3.02 Bidder acknowledges that:

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

ARTICLE 4—Time of Completion

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

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

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

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

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

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if

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>): 2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001 Bid Due Date: July 20, 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 _____ <i>(Full formal name of Bidder)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest _____ _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest _____ _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

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

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

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

ARTICLE 5—CONSTRUCTION EXPERIENCE

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

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

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

Years of experience with projects like the proposed project:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No

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

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

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

BIDDER STATUS FORM

To be completed by all bidders

Part A

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

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

To be completed by resident bidders

Part B

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

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

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

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

Worksheet: Authorization to Transact Business

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal

that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary
Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor Signature

Date

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CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are located. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor Signature

Title

Date

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CONTRACT DOCUMENTS

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: SMW21001

Engineer: City of Marshalltown

Engineer's Project No.:

Project: 2021 DERECHO STREAM CHANNEL CLEARING

Contract Name: 2021 DERECHO STREAM CHANNEL CLEARING, BASE BID

Bidder:

Bidder's Address:

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

2021 DERECHO STREAM CHANNEL CLEARING, REMOVAL OF DEBRIS FROM DERECHO FROM STREAM CHANNELS AND LEVY

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.

One (1) 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 **three (3)** 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): **None**

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

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

Owner:

City of Marshalltown, Iowa

By (signature):

Name (printed):

Joel Greer

Title:

Mayor

Copy: Engineer

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal of Derecho tree damage from stream channels and levy dike.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2021 DERECHO STREAM CHANNEL CLEARING**

ARTICLE 3 – ENGINEER

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

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 **November 30, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 30, 2021**.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- E. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, \$_____, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **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 **28** sheets with each sheet bearing the following general title: **2021 DERECHO STREAM CHANNEL CLEARING, PROJECT NO. SMW21001.**
 7. Addenda (**numbers [number] to [number], inclusive**).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Documents
 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.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

8.02 Contractor's Certifications

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

8.03 Standard General Conditions

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

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

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

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(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>): 2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001 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>): 2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001 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: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

WARRANTY BOND

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>): 2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: September 30, 2021
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
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____	By: _____
(Signature)	(Signature) (Attach Power of
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	(Signature)
Name: _____	Name _____
(Printed or typed)	(Printed or typed)
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: **Bond shall be 25% of the contract amount.**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract Name:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		
Effective Date of Contract:			

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

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

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **September 30, 2021**, and the date by which readiness for final payment must be achieved is **October 30, 2021**.

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

- 1. Provide Construction Schedule.**
- 2. Provide submittals and material certifications.**
- 4. Schedule and attend Pre-Construction conference.**

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:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

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

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

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

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

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

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

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

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

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

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

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

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

D. Contractor's Fee

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 *Progress Payments*

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

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

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

C. Review of Applications

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

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

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

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

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

15.02 *Contractor's Warranty of Title*

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

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

15.03 *Substantial Completion*

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

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

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

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

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

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01.A.51-53 Add the following new Paragraphs after Paragraph 1.01.A.50:

- 51. **Government** means the United States of America and any executive department or agency thereof.
- 52. **NRCS** means the Natural Resource Conservation Service.
- 53. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Department of Agriculture.

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	\$1,000,000
General Aggregate	\$1,000,000

- 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. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

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

SC-18.11 Add the following new paragraph immediately after 18.10:

18.11 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-18.12 Add the following new paragraph immediately after 18.11:

18.12 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**.

ARTICLE 19—NRCS SPECIAL PROVISIONS - CONSTRUCTION

SC-190 Add Article 190 titled “NRCS SPECIAL PROVISIONS - CONSTRUCTION”

190.01 EQUAL OPPORTUNITY

- A. The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by

rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal

occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

19.02. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- A. A Certification of Non-segregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- B. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Non-segregated Facilities required, as follows:

19.03 NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- A. A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- B. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

19.04. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- A. A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

19.05. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated

facilities are maintained. The federally assisted construction contractor certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are located. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor Signature

Title

Date

**19.06. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER
11246)**

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) ; and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the

Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be

documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7(b) above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; to minority and female students; and to minority and female recruitment and training organizations serving the

Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisor' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations [Paragraphs 7(a) through 7(p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7(a) through 7(p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can

provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as

to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 9.0 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2015			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			
DB	Microsoft® Access .mdb format Version 2013			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

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

ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SMW21001

Engineer: City of Marshalltown Engineer's Project No.:

Contractor: Contractor's Project No.:

Project: 2021 DERECHO STREAM CHANNEL CLEARING

Contract Name: 2021 DERECHO STREAM CHANNEL CLEARING, BASE BID

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.: SMW21001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2021 DERECHO STREAM CHANNEL CLEARING
Contract Name: 2021 DERECHO STREAM CHANNEL CLEARING, BASE BID
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:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		

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: _____ Mayor
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		

Application No.:	Application Period:	From	to	Application Date:
------------------	---------------------	------	----	-------------------

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
Original Contract Totals		\$	\$	\$	\$	\$		\$
Change Orders								

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		

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

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		

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

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		

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

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CHANGE ORDER NO.: [#]

Owner:	City of Marshalltown	Owner's Project No.:	SMW21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 DERECHO STREAM CHANNEL CLEARING		
Contract Name:	2021 DERECHO STREAM CHANNEL CLEARING, BASE BID		
Date Issued:		Effective Date of Change Order:	

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required) By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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FIELD ORDER NO.: [FO#]

Owner: City of Marshalltown Owner's Project No.: SMW21001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2021 DERECHO STREAM CHANNEL CLEARING
Contract Name: 2021 DERECHO STREAM CHANNEL CLEARING, BASE BID
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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**CITY OF MARSHALLTOWN'S SUPPLEMENTARY
SPECIFICATIONS TO THE IOWA
STATEWIDE URBAN DESIGN AND SPECIFICATIONS**



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

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

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

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SUPPLEMENTAL DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)

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

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

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

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

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

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

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

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

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

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

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

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

(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.

(ADD) EJCDC C 510 NOTICE OF AWARD.

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

(ADD) EJCDC C 550 NOTICE TO PROCEED.

(ADD) EJCDC C 610 PERFORMANCE BOND.

(ADD) EJCDC C-615 PAYMENT BOND.

(ADD) EJCDC C 612 WARRANTY BOND.

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

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

(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.

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

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

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.

(ADD) EJCDC C 941 CHANGE ORDER.

(ADD) EJCDC C 942 FIELD ORDER.

SUPPLEMENTARY DIVISION 1 – GENERAL REQUIREMENTS

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SECTION 01 11 00 - SUMMARY OF WORK (ADD)

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

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

1.02 DEFINITIONS

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

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
 - 1. Division 1 - General Requirements
 - 2. Division 2 – Earthwork
 - 3. Division 3 – Trench and Trenchless Construction
 - 4. Division 4 – Sewers and Drains
 - 5. Division 6 – Structures for Sanitary and Storm Sewer
 - 6. Division 7 - Streets and Related Work
 - 7. Division 8 – Traffic Control
 - 8. Division 9 – Site Work and Landscaping
 - 9. Division 10 - Demolition
 - 10. Division 11 – Miscellaneous
- B. The contract drawings or plans, which depict the contract work of the project and upon which the contract is based are those drawings or sheets listed on Sheet 1 of the drawings.

- C. The drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.
- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work, which is required. There is no attempt to make complete classification according to trade or any agreements, which may exist between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility. Refer to the General Conditions.

1.04 LOCATION OF THE WORK

The work under this contract is located in Marshalltown, Iowa in Marshall County, Iowa, on properties for which easements and/or title have been obtained by the Owner.

1.05 WORK BY OTHERS

Refer to the General and Supplementary Conditions.

1.06 CONTRACTOR'S RESPONSIBILITIES AND DUTIES

A. General:

1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.

B. Continuous Operation:

1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
2. Each Contractor shall note that the Owner must continue the operation of the existing wastewater collection facilities.
3. Each Contractor shall schedule all required work so as to minimize the interruption of the continuous operation of the existing facilities and functions.
4. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The schedule and procedure shall be reviewed and approved by the Engineer and the Owner prior to commencement of these operations.
5. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The

Contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.

6. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Underground Utilities:

1. Iowa One Call Locates: 1-800-292-8989

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

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

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

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

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

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.

- E. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.

- F. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.
- G. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.07 UNFAVORABLE CONSTRUCTION CONDITIONS:

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

1.08 PRESERVATION OF MONUMENTS AND STAKES:

- A. Refer to the General Conditions and the Supplementary Conditions.
- B. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

1.09 METHODS OF OPERATION:

- A. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
- B. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefore.
- C. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

1.10 CONDUCT OF WORK:

- A. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner

or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.

- B. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- C. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.
- D. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.
- E. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

1.11 PARTIAL OWNER OCCUPANCY

- A. If portions of the facilities will be in operation before final construction is completed, the Owner reserves the right to utilize the facilities in the manner for which they were designed. This continued operation shall in no way indicate final acceptance prior to completion of the project.
- B. Refer also to the General Conditions and the Supplementary Conditions.

1.12 PERMITS AND REGULATIONS

Refer to the General Conditions and the Supplementary Conditions.

END OF SECTION

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SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD)

PART 1 - GENERAL

1.01 GENERAL

- A. The General Provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.
- B. The intention of the Proposal Form is to include full compensation for all labor, materials, equipment, supervision, and other incidental items necessary for the performing of and completion of the items of work in place, in accordance with the Contract Documents for payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. All items of work necessary to produce the intended results NOT specifically contained in the Proposal Form shall be considered incidental work to the Proposal Form item without allowance for separate, additional compensation.
- C. All cost of all work described in Division 1, unless otherwise specified shall be considered incidental, with no separate measurement or payment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 MEASUREMENT

- A. The determination of final quantities of Work performed under the Contract will be made by the Engineer, based upon measurements made by him or his assistants. Measurement of completed work shall be in units as shown on the Proposal Form for unit price items or completion of Work items listed and shown on the accepted schedule of values for lump sum items.
- B. The Contractor shall participate in the measurement of completed Work unless otherwise agreed.
- C. Specific differences in measurement or classification of Work are to be resolved at the time of measurement.
- D. All measurements shall be completed on a regular basis.

3.02 APPLICATION FOR PAYMENT

- A. The Contractor shall prepare and submit progress payment requests on forms provided by or approved by the Owner.
- B. All submissions shall be made in accordance with the requirements of the General Conditions and Supplementary Conditions as hereinafter modified:
 - 1. Modifications: NONE

3.03 PAYMENT

A. All payments shall be made in accordance with the requirements of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

1. Modifications: NONE

B. Payment will be made in accordance with the respective unit or lump sum prices as shown on the Proposal Form.

3.04 PAYMENTS TO BE WITHHELD

All payments due the Contractor including payment for stored material shall be subject to retainage and withholding due to uncompleted work in accordance with the provisions of the Contract Documents, General Conditions and Supplementary Conditions as hereinafter modified:

A. Modifications: NONE

3.05 PAYMENT ITEMS

Payment items shall be as listed on the Proposal Form.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTIONS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This section provides a description of the general requirements for the submission, review, and acceptance of substitute items of material and equipment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

END OF SECTION

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SECTION 01 31 13 - COORDINATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the contract, including General Conditions and Supplementary Conditions shall apply to the work covered in this Section.
- B. Related requirements specified elsewhere.
 - 1. Summary of Work - Section 01 11 00
 - 2. Project Meetings and Job Site Administration - Section 01 31 19.

1.02 SCOPE AND DESCRIPTION

This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All Contractors or subcontractors working on specific portions of the project shall schedule and conduct their Work as not to impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

3.02 SITE WORK COORDINATION

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner, and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.
- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

END OF SECTION

SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Coordination: Section 01 31 13

1.02 SCOPE

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
 - 1. Date, time and place of the meeting
 - 2. Purpose of the meeting
 - 3. Names of people invited to the meeting
 - 4. Additional information as necessary

3.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
 - 1. Contract and Legal Documents and Specifications
 - 2. Drawings
 - 3. General construction requirements
 - 4. Coordination of different contractors
 - 5. Pay request procedure
 - 6. Shop drawing submittal

7. Project observation and testing
8. Coordination with affected governmental agencies and utility companies.

3.03 PROGRESS MEETINGS

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

3.04 JOB SITE ADMINISTRATION

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

1.02 SCOPE

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

PART 3 - EXECUTION

3.01 SHOP DRAWING AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

3.02 SAMPLES

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit normally issued by the Iowa Department of Natural Resources (IDNR) to the Marshalltown, Iowa under General Permit No. 2 shall apply to all portions of the work.
- C. The provisions of the Temporary Dewatering Permit (if required) normally issued by the IDNR to the Contractor under General Permit 9 (GP9) covers dewatering discharges to surface waters of the state and to the ground surface. Contractor may need to file a notice of intent.
- D. The provisions of the U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all portions of the work.

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS

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

3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS

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

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

3.03 CORPS OF ENGINEERS 404 PERMIT REQUIREMENTS

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

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

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Permits are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

No additional compensation shall be made for costs of applying for or complying with the provisions of any Permit, if required. All costs associated with the application for and compliance with shall be considered incidental to the project cost.

END OF SECTION

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SECTION 01 45 00 - QUALITY CONTROL (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

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

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

3.03 FIELD TESTS

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This section describes the temporary facilities to be provided by the Contractor during the Work.

1.03 PAYMENT

Refer to Section 01 20 00 - Measurement and Payment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TEMPORARY ELECTRICAL

It will be the Contractor's responsibility to make arrangements for, provide, obtain, and pay for temporary construction power as required for lighting and construction needs.

3.02 TEMPORARY WATER

- A. It will be the Contractor's responsibility to provide, obtain and pay for all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State, and Local health regulations.

3.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed, and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and Local health regulations.

3.04 ROADS

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.
- B. The Contractor shall obtain the approval of the appropriate township, county, state, or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

3.05 SIGNS

No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men," "Danger," "High Voltage," etc.

3.06 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be; not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured; not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area.
- D. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20-foot candles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- E. All temporary lighting and power shall use UL approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

3.07 TEMPORARY FENCES/GATES

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences, which interfere with the Work, shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.

- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged, or destroyed shall be purchased and installed as required.
- D. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.
- F. All loss of livestock due to negligence shall be the responsibility of the contractor.

3.08 TEMPORARY OPERATIONS

When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the plant site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

3.09 SITE CLEANUP

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

PART 4 -MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary facilities are considered incidental Work with no separate measurement to be made.
- B. Refer to Section 01 52 13 - Field Offices and Sheds

4.02 BASIS OF PAYMENT

Temporary facilities are considered incidental Work with no separate payment to be made.

END OF SECTION

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SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered on this Section.

1.02 SCOPE

This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.

3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work covered in this Section.

1.02 SCOPE

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 CLEANUP

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and

agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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SUPPLEMENTAL DIVISION 2 - EARTHWORK

DIVISION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE SPECIAL PROVISIONS

PART 1 - GENERAL

1.03 through 1.07: (DELETE): ~~Comply with Division 1—General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

1.08 MEASUREMENT AND PAYMENT

I. Subbase:

1. Measurement: The area of the proposed pavement under which subbase is provided, ~~plus 2 feet on each side~~, will be measured in square yards or in tons.
2. Payment: Payment will be at the unit price per square yard or per 0.1 tons.
3. Includes: Work includes, but is not limited to, furnishing, placing, compacting, and trimming to the proper grade.

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 [±]	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
Cross Machine direction (CMD)			20,560	44,725
Tensile strength, 2% strain				
MD	ASTM D 6637	lb/ft	270	410
CMD			380	590
Junction efficiency	GRI GG2-87	%	93	93
Flexural rigidity	ASTM D 1388	mg-cm	250,000	750,000
Aperture size				
Minimum	N/A	in.	0.5	0.5
Maximum			2.0	2.0

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® TX160 Geogrid or approved equal.

SUPPLEMENTAL DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

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

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

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

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main:** (DELETE) ~~Comply with Section 4010, 2.01.~~
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:

- 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

1. Sanitary Sewer Gravity Main:

- b. (DELETE) ~~Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
- d. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: Comply with (DELETE) Section 4010, 2.02 (ADD) 2.01.

4. (DELETE) ~~Water Main:~~

- a. (DELETE) ~~Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. (DELETE) ~~Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

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SUPPLEMENTAL DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

- 1. Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
- 2. Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, (DELETE) ~~unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. (DELETE) ~~SDR 35: Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. ~~(DELETE) If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): ~~(DELETE) Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. ~~(DELETE) General: Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide~~

~~valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel-shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. (DELETE) Materials:

a. (DELETE) Body and Cover:

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion resistant materials.

b. (DELETE) Internal Metal Components: Stainless steel.

c. (DELETE) Float: Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. (DELETE) Seal Plug Assembly: Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. (DELETE) Tapping Saddle: Stainless steel or nylon.

4. (DELETE) Pit: Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~

1. (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.
2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010-203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:
 - a. Air & vacuum component discharges large volumes of air during filling of the system.
 - b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
 - c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.

C. Tapping Saddle:

1. The body shall be made of high strength ductile iron per ASTM A536.
2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
3. The gasket shall be EPDM rubber per ASTM-D2000.
4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.

D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

- 1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
 - c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
- b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
- c. Maximum test pressure: 4.3 PSI (29.6KPA)
- d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
 - 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
 - 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
 4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
 5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
 6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
 7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

- B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.
- C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

- A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.
- B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.
- C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.
- D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.
- E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~
 - 3. ~~(DELETE) Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with
(DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of **(DELETE)** ~~Section 5010, 2.01~~ **(ADD)** 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.
- F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.
- G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

- A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.
- B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.
- C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.
- B. Valve box centering device shall be installed to center valve box on valve.
- C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.
- D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

- 1. MP-1 Typical Sanitary Sewer Service Detail
- 2. MP-2 Typical Sanitary Sewer Service with Riser Detail
- 3. MP-3 Typical Air Release/Combination Valve Manhole Detail
- 4. MP-4 Typical Service Line Cleanout Detail
- 5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
- 6. MR-5 Typical Street Utility Section Detail

B. Deleted SUDAS Figures

- 1. 4010.201 Sanitary Sewer Service Stub
- 2. 4010.201 Sanitary Sewer Service Stub
- 3. 4010.202 Sewage Air Release Valve Pit
- 4. 4010.203 Sanitary Sewer Cleanout

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
 LOCATION: _____
 CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___**LIST SECTION TESTED:** DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___**LIST SECTION TESTED:** DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: _____ 20____

4Date Service Installed: _____ 20____ (NA) if no service

Street Address: (or) _____

General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

Depth at Main (feet): _____ Depth at Property Line (feet): _____

Depth at service end (feet): _____ (NA) if no service

Indicate North:

○

Upstream

MH# _____

Station: _____

-----○

Downstream

MH# _____

Station: _____

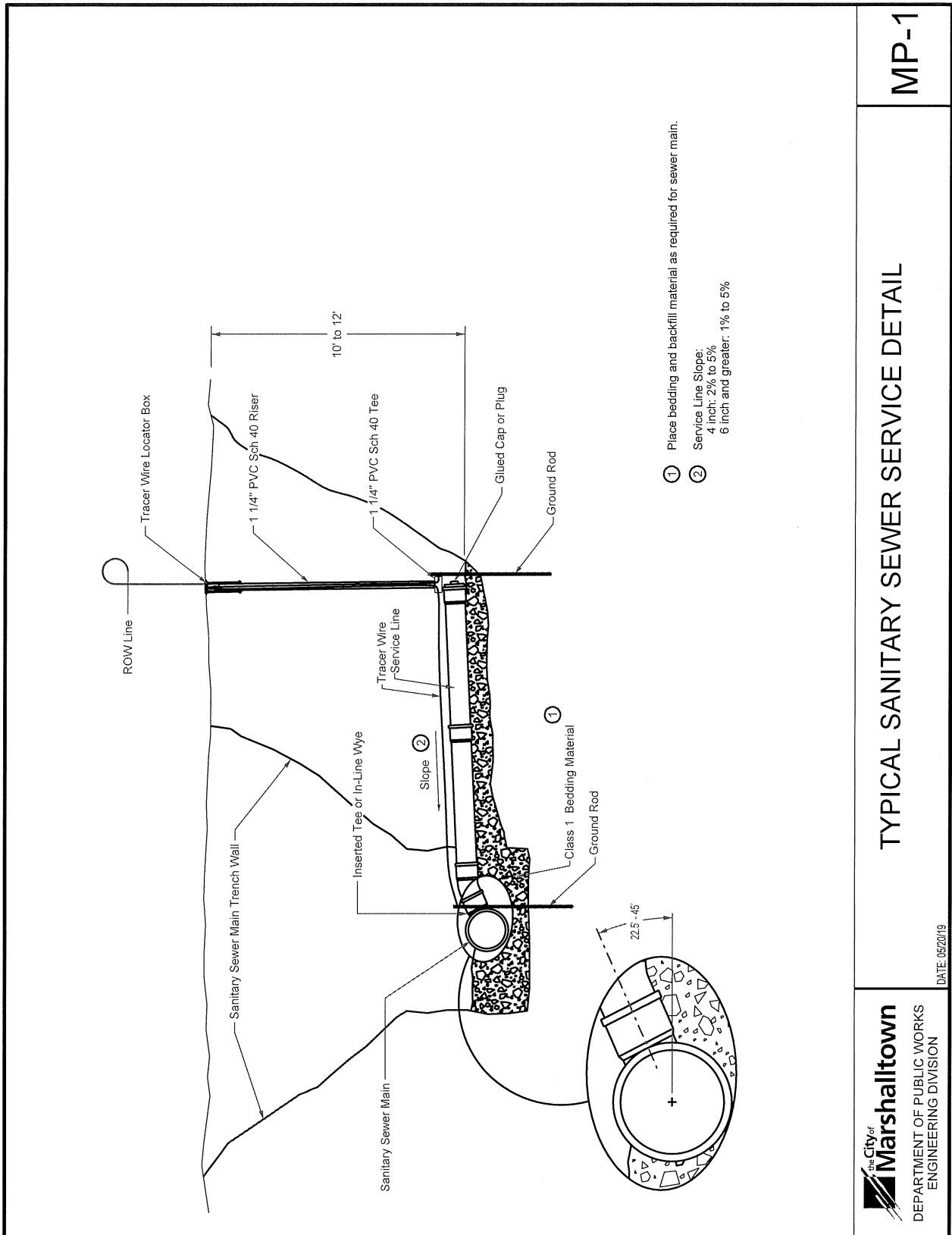
Wye Station: _____

Service end Station: _____

Service Offset Direction/Distance (feet): _____

Inspector: _____

Department of Public Works
Engineering Division



MP-1

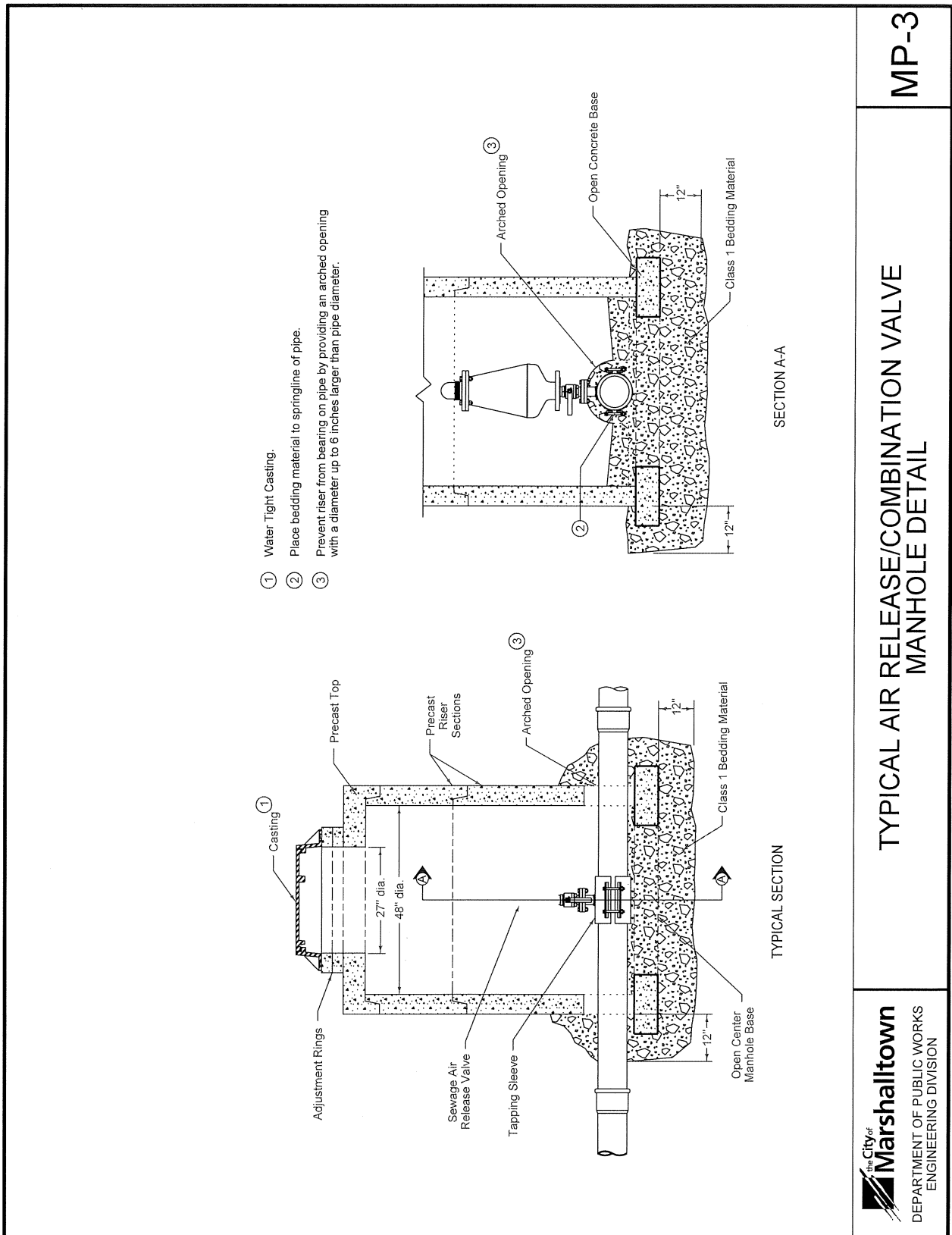
TYPICAL SANITARY SEWER SERVICE DETAIL



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

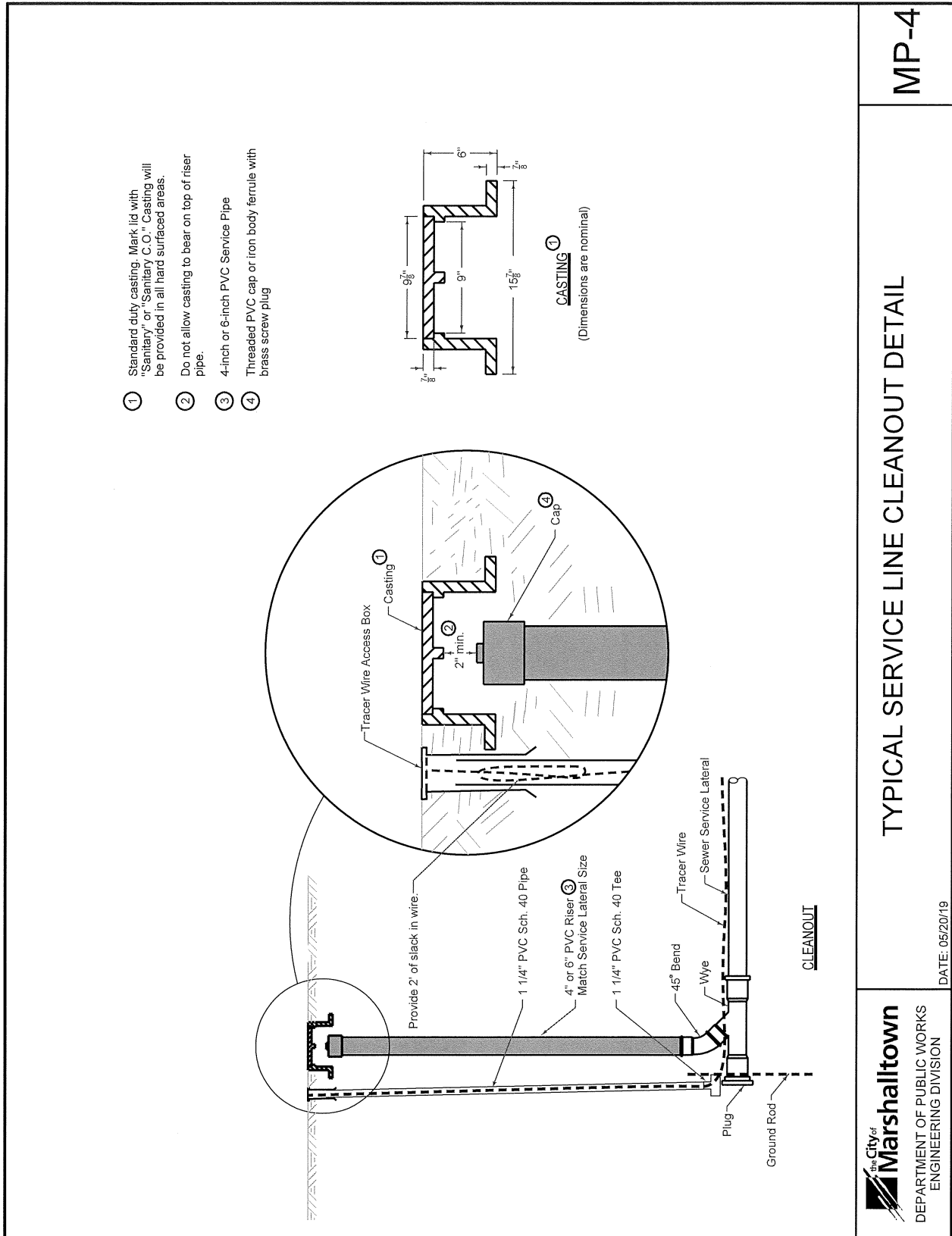
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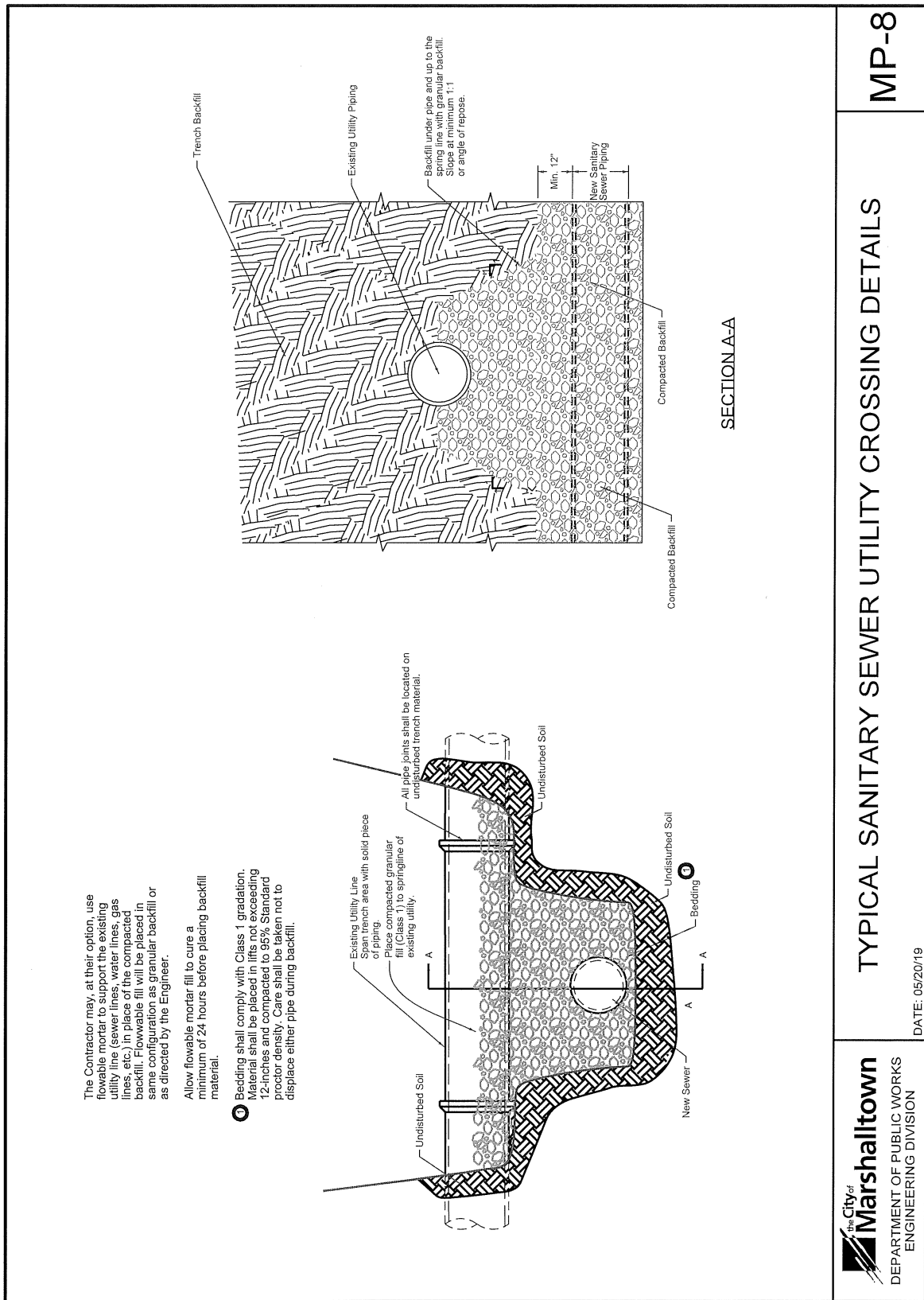


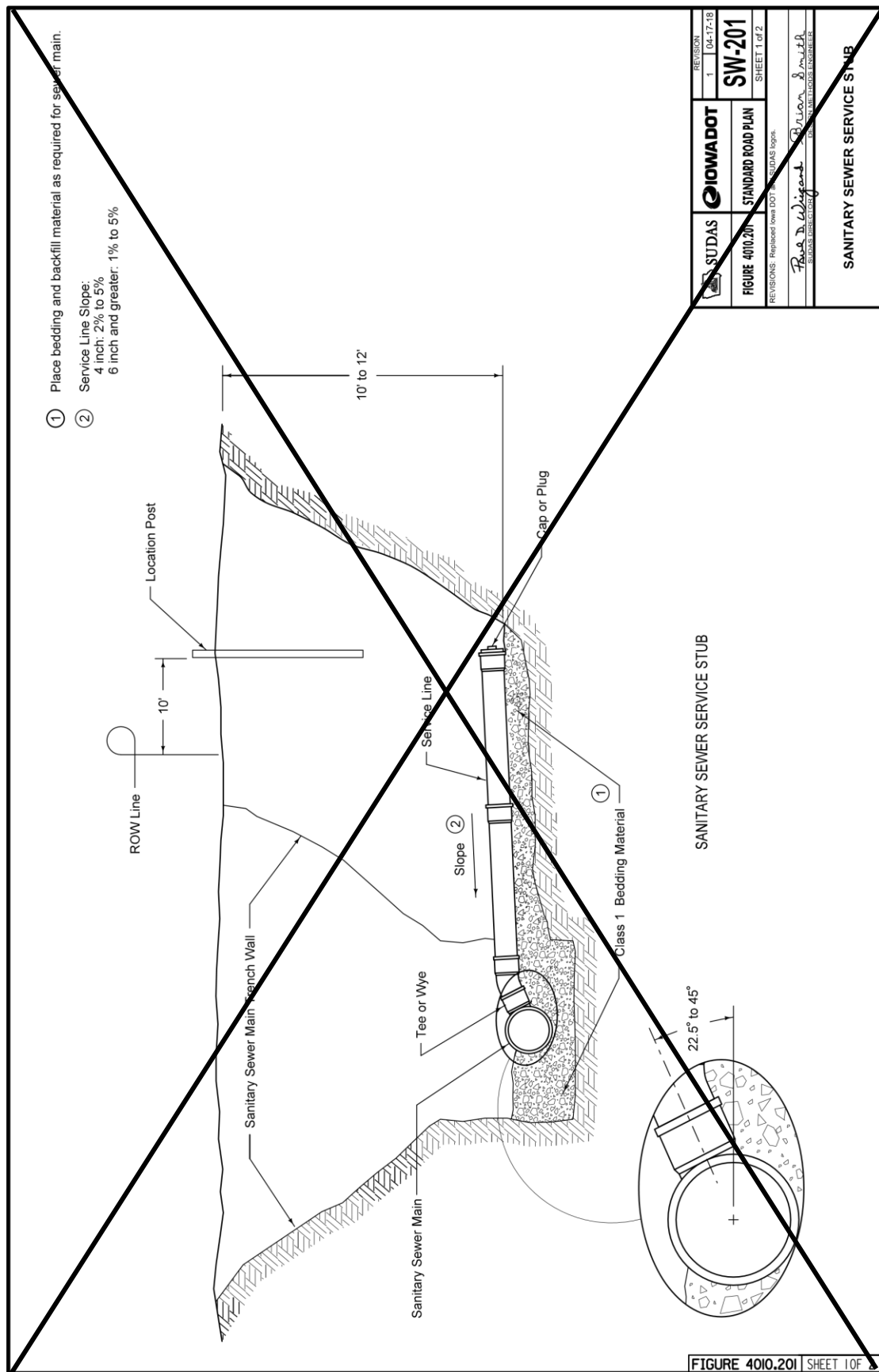


TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL

MP-3







	SUDAS	IOWA DOT	REVISION	1	04-17-18
			SW-201		
FIGURE 4010.201		STANDARD ROAD PLAN		SHEET 1 of 2	
REVISIONS: Replaced Iowa DOT SUDAS logo.					
Rae D. Wiegand		R. Allen Smith			
DESIGNER		CHECKER			
SANITARY SEWER SERVICE STUB					

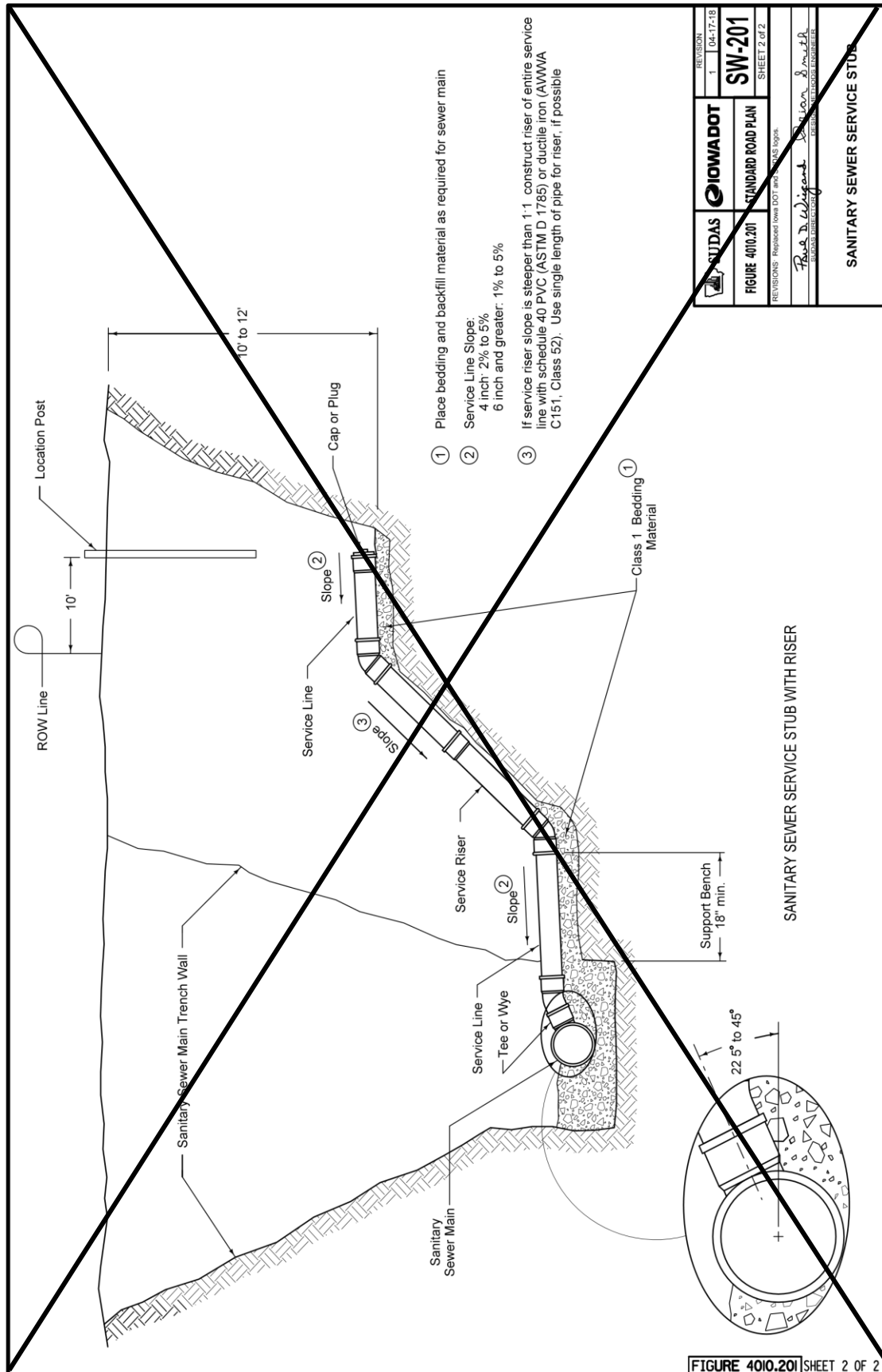
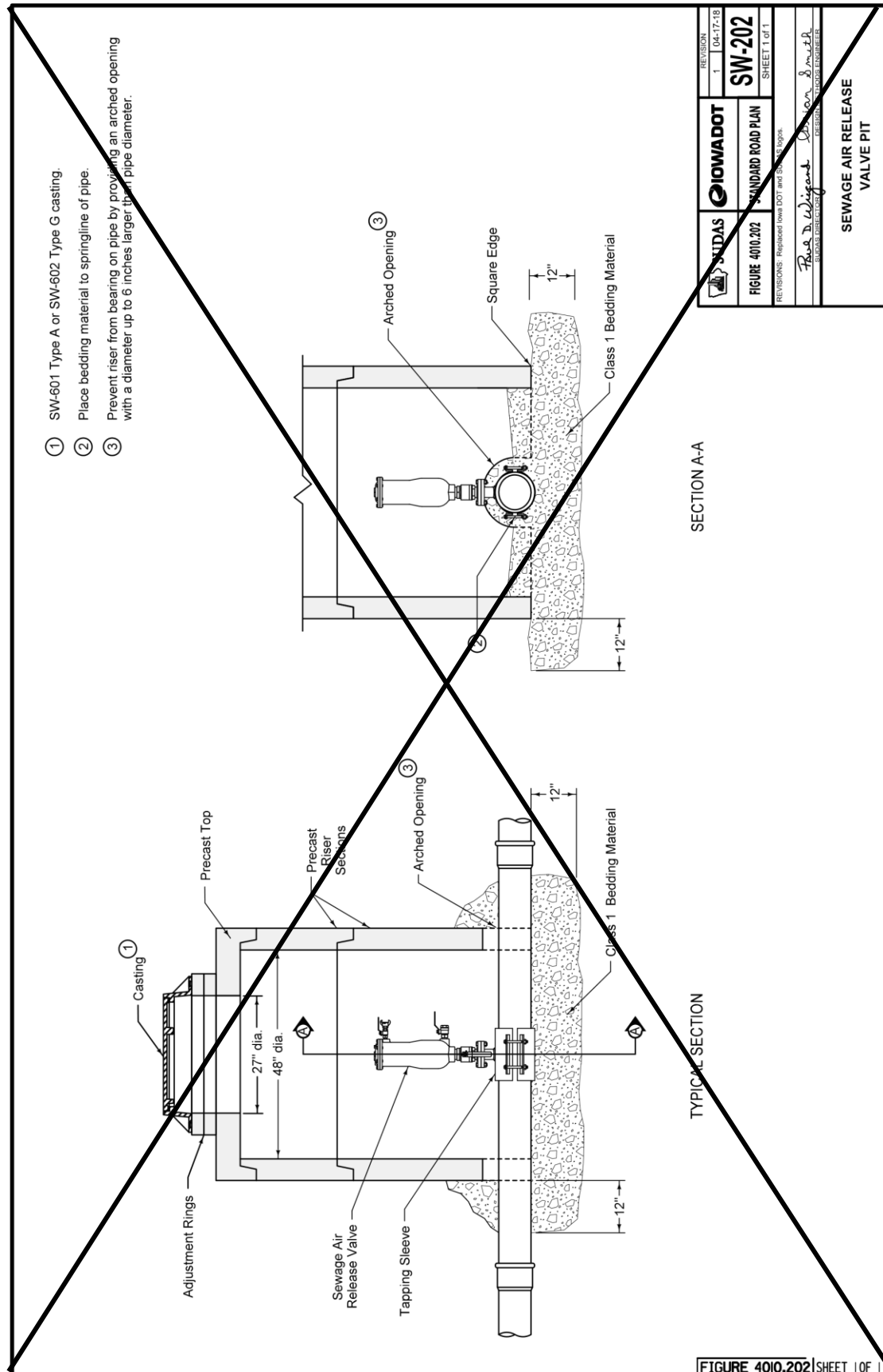
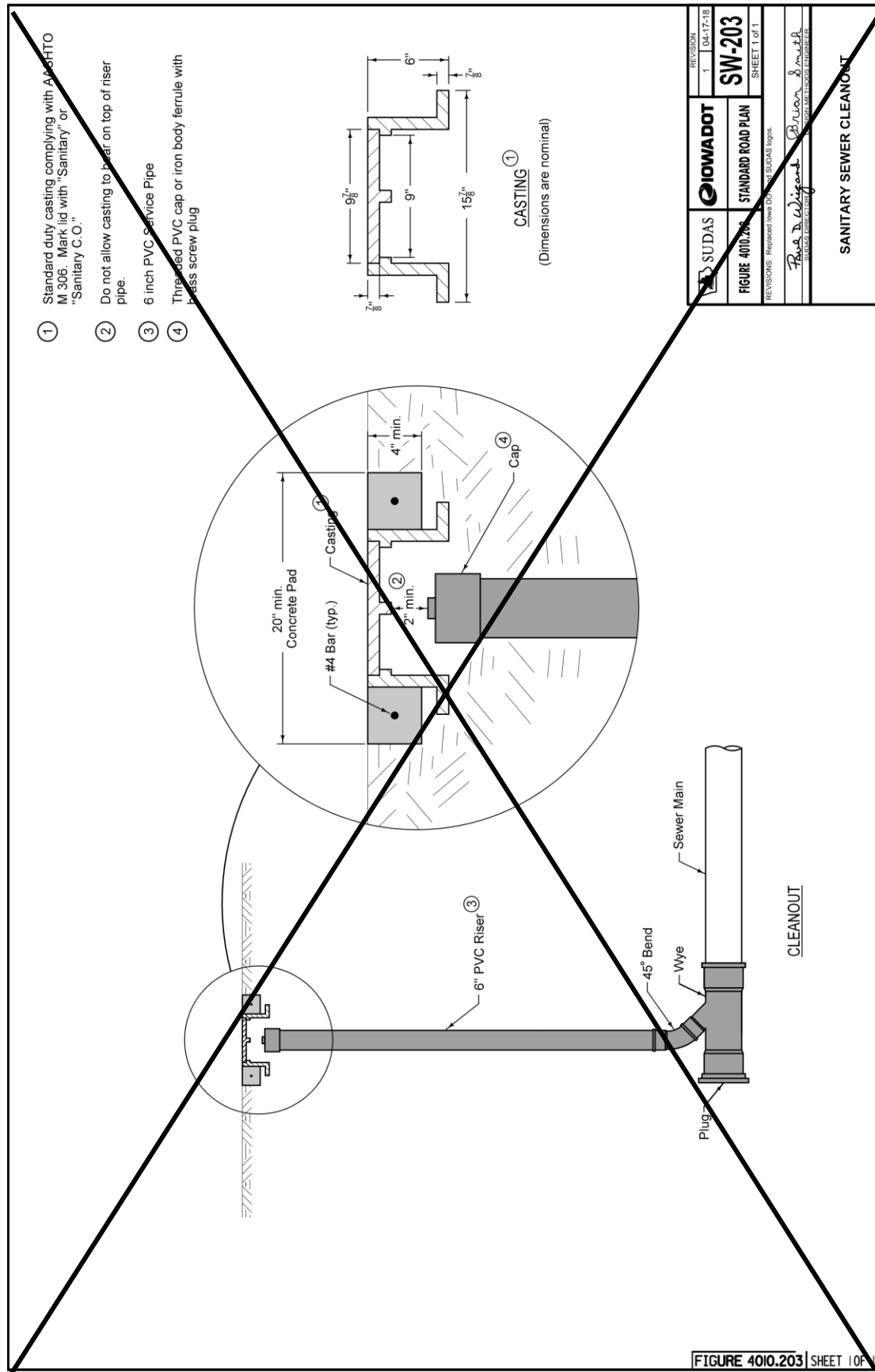


FIGURE 4010.201 SHEET 2 OF 2

REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaces Iowa DOT and SUDAS forms.		SHEET 2 of 2
Prepared By: <i>Paul D. Wiegand</i>	Checked By: <i>Shelley Smith</i>	
Drawn By: <i>Paul D. Wiegand</i>	Reviewed By: <i>Shelley Smith</i>	
SANITARY SEWER SERVICE STUB		



REVISION	1	04-17-18
IOWA DOT	SW-202	SHEET 1 OF 1
FIGURE 4010.202	STANDARD ROAD PLAN	
REVISIONS: Registered Iowa DOT and SUDAS logos.		
<i>Rae D. Wigand</i> DESIGN ENGINEER		
<i>Debra Smith</i> DESIGN ENGINEER		
SEWAGE AIR RELEASE VALVE PIT		



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.		
Prepared by: Brian Smith		
Checked by: [Signature]		
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.

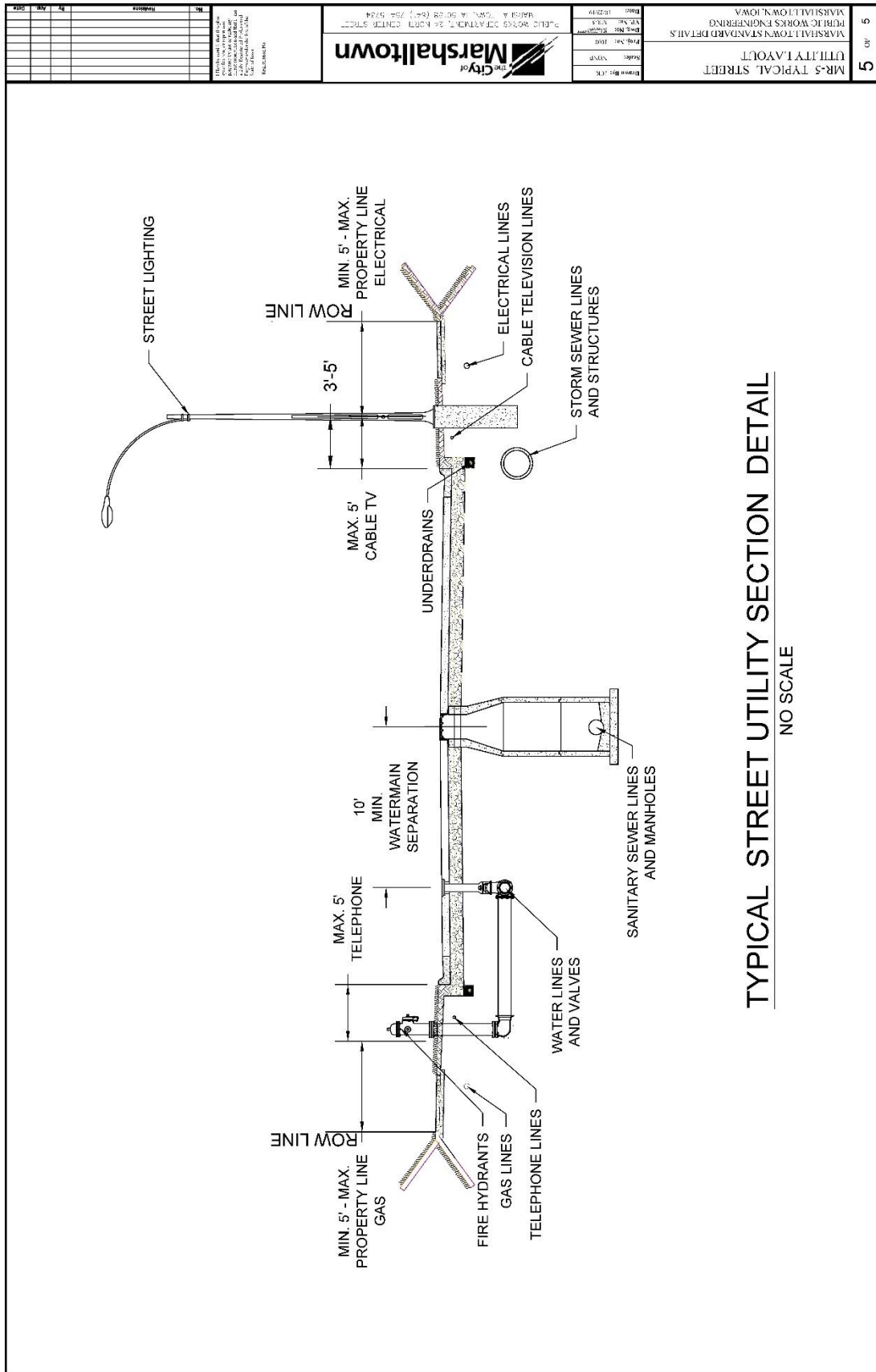
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

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

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 (clipped 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)**

PIPE SIZE (in.)	CONNECTOR AND BOLT SIZE (in.)	HOLE FOR CONNECTOR (in.)
12 to 27	5/8	7
30 to 60	3/4	1.0
66 to 132	1.0	1 1/2

PIPE JOINT WRAPPING

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

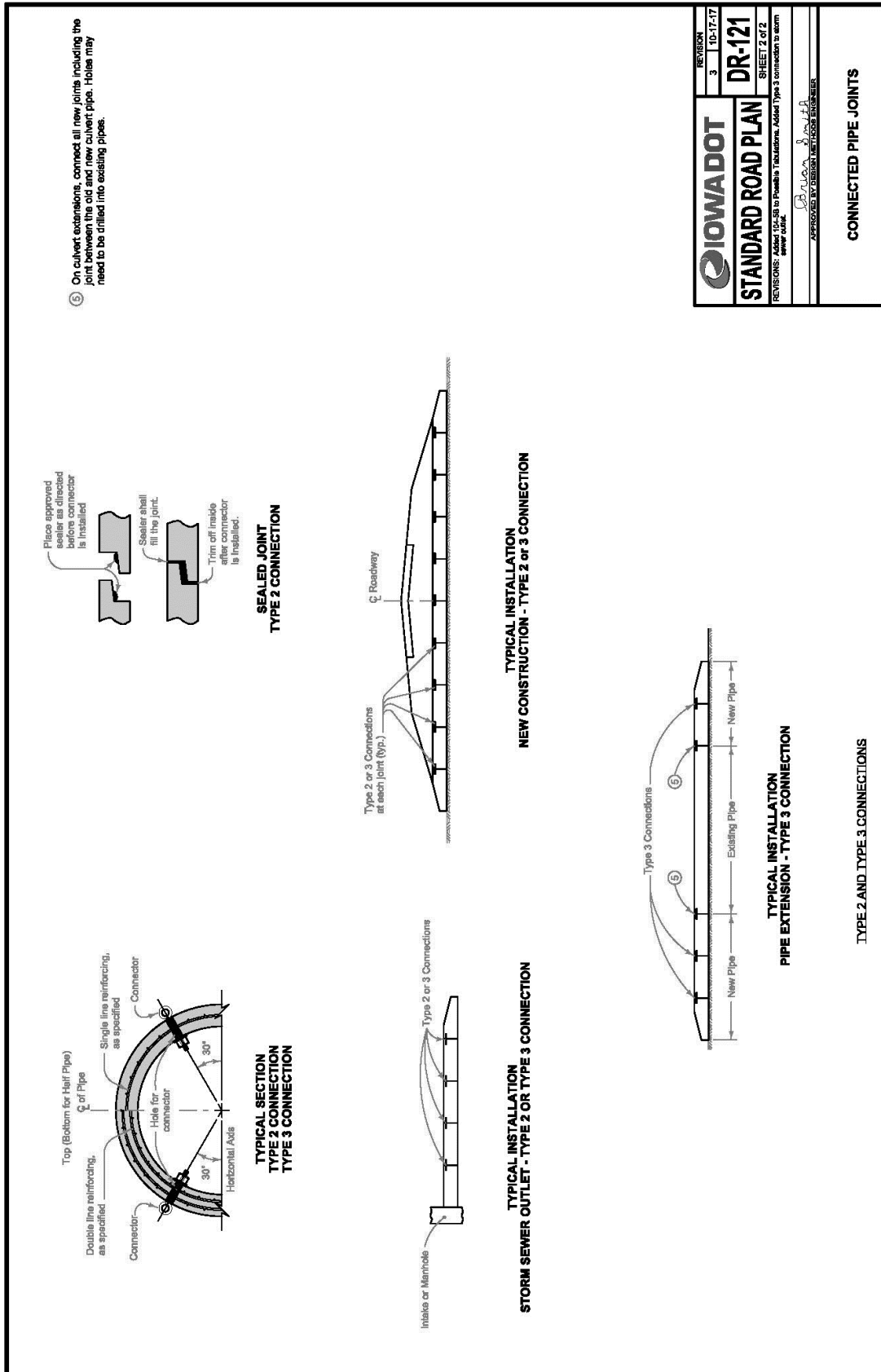
THREADED AT BOTH ENDS

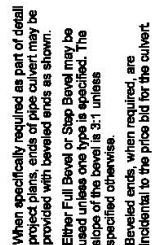
ONE BEND END

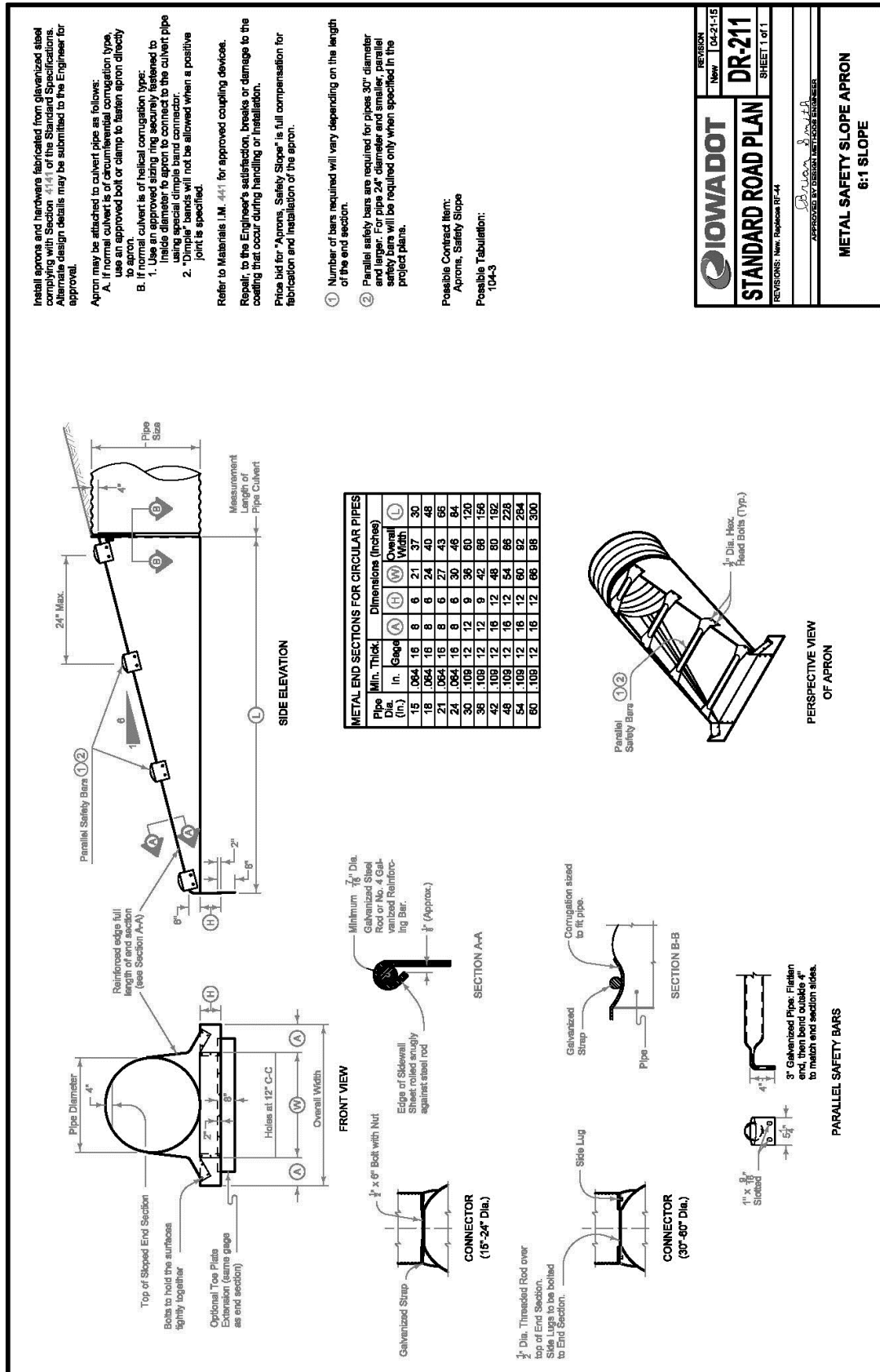
OPTIONAL BOLTS/CONNECTORS

TYPE 1 CONNECTION

TYPE 1 CONNECTION







For reinforcing steel used in construction of "Beveled Pipe and Guard", use deformed bars meeting the requirements of Article 4161.03 of the Standard Specifications and hot-dip galvanized according to ASTM A123.

Use Class 'C' Concrete in the construction of Beveled Pipe and Guard.

Cut the pipe to fit the foreslope. Cut slots into the pipe for placement of the No. 8 bars. After the foreslope has been placed, fit the No. 8 bars into the slots cut in the pipe so they will be in proper position when the concrete collar is poured.

Price bid for "Beveled Pipe and Guard," each, is full compensation for furnishing all materials and constructing the Beveled Pipe and Guard.

Special Note:

A self fence ditch check is required immediately upstream from the inlet. Refer to **SD-201** for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8



STANDARD ROAD PLAN

REVISIONS: New, Revision RE-27

REVISION
New 04-21-15

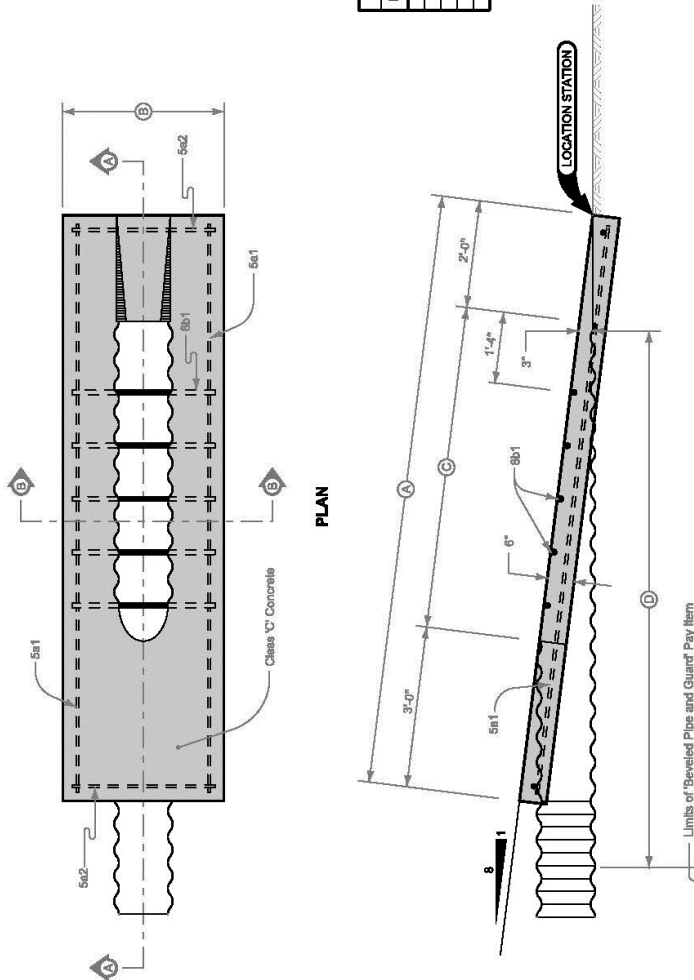
DR-212

SHEET 1 of 1

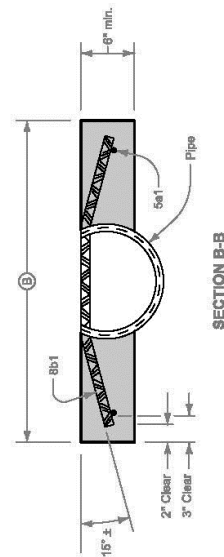
Bruce Smith
APPROVED BY DESIGN TECHNICIAN ENGINEER

BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
15"	13'-2"	3'-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
	5a1	Base	—	2	12'-10"	26.8
15"	5a2	Base	—	2	2'-11"	6.2
	8b1	Base	—	7	2'-11"	57.7
	5a1	Base	—	2	15'-0"	30.0
	5a2	Base	—	2	3'-0"	6.4
18"	8b1	Base	—	9	3'-0"	80.1
	5a1	Base	—	2	17'-2"	34.4
	5a2	Base	—	2	3'-0"	6.9
	8b1	Base	—	11	3'-7"	93.5
21"	5a1	Base	—	2	19'-4"	38.7
	5a2	Base	—	2	3'-0"	7.4
	8b1	Base	—	13	3'-10"	49.9
	5a1	Base	—	2	18'-3"	40.4
24"	5a2	Base	—	2	3'-0"	7.7
	8b1	Base	—	13	3'-10"	49.9
	5a1	Base	—	2	18'-3"	40.4
	5a2	Base	—	2	3'-0"	7.7



SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

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

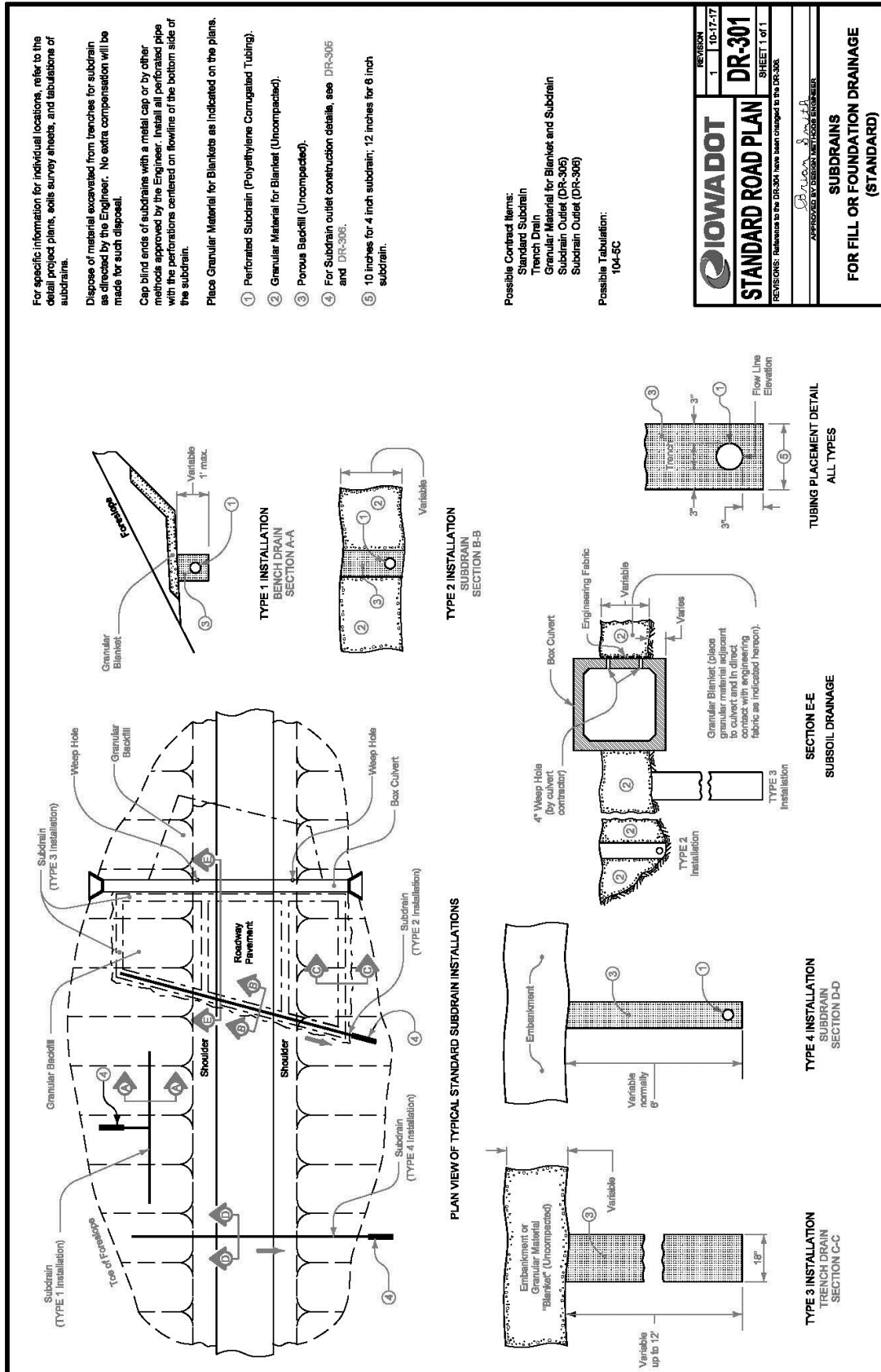
PART 3 - EXECUTION

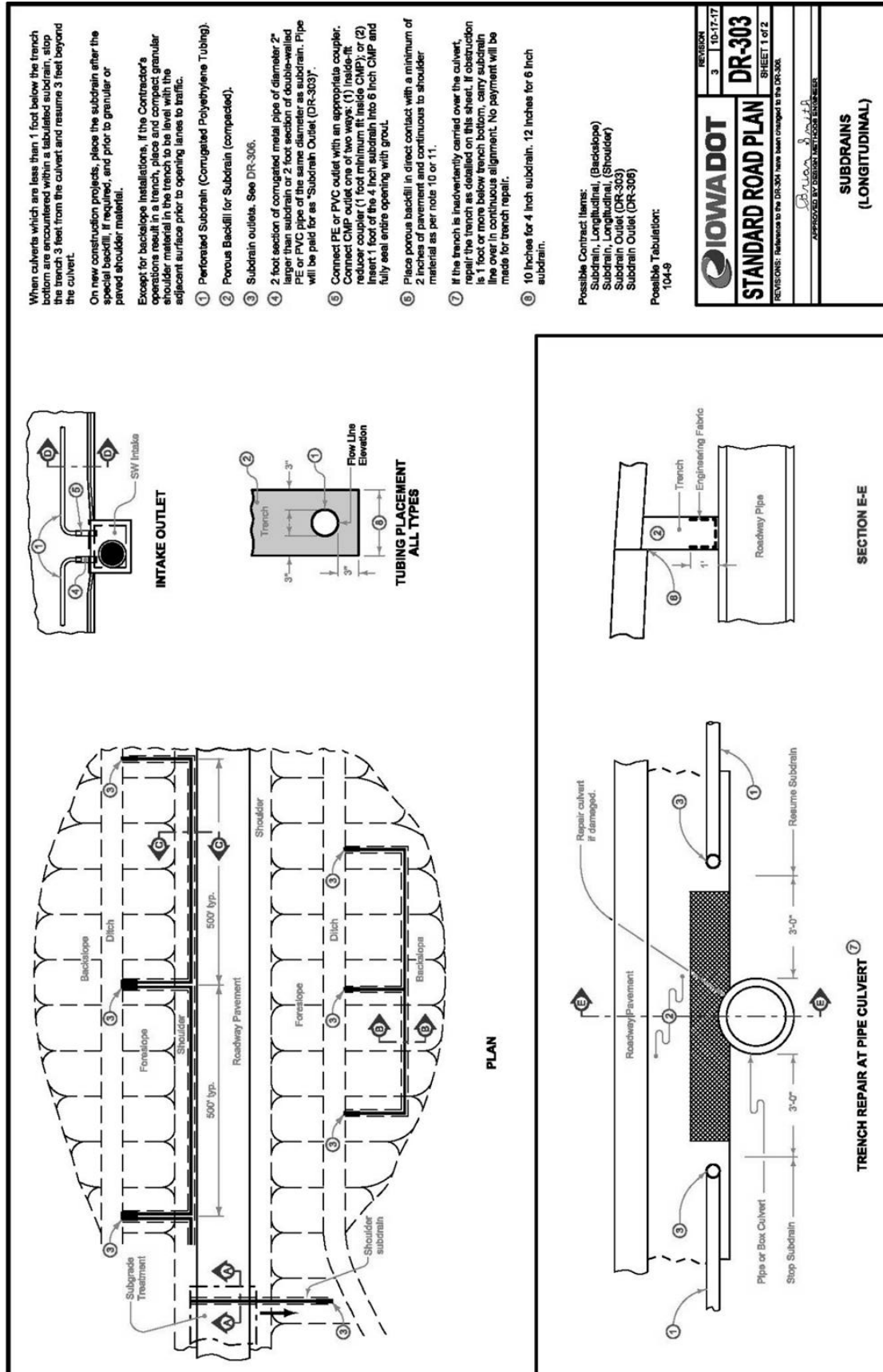
3.01 SUBDRAINS

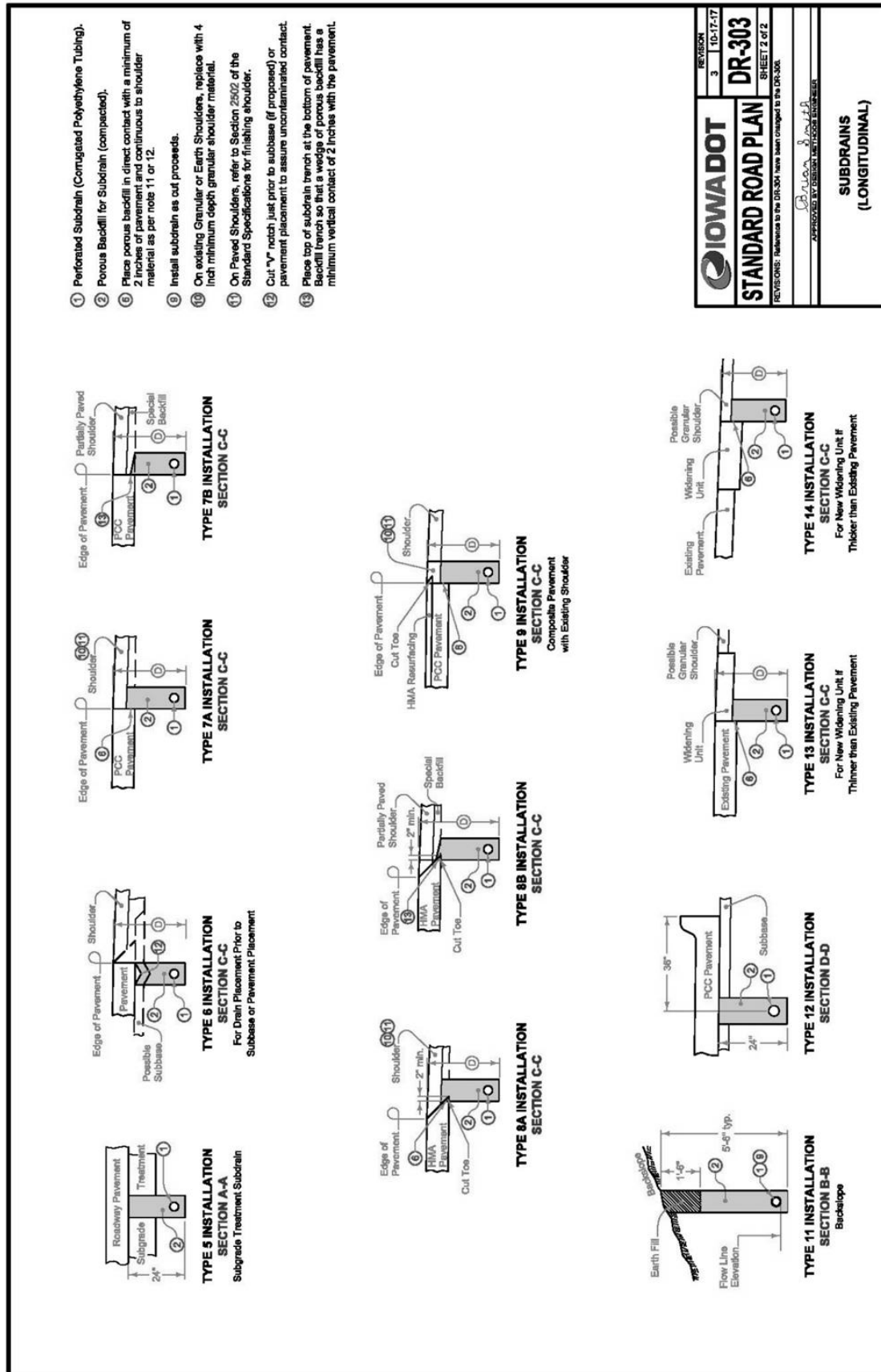
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

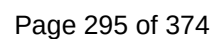
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

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











SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

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

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

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

PART 2 - PRODUCTS

2.02 (ADD) FORCE MAIN CLEANING PIG

- A. The force main cleaning pigs shall be light-density crisscross pigs constructed of a minimum of two (2) pounds per cubic foot density foam and coated with polyurethane elastomer in crisscross pattern.
- B. The force main cleaning pigs shall have an open nose design for maximum jetting action and pressure equalization. The pigs shall have the ability to scratch, scrape, plow and jet to assist in cleaning and flushing debris from the force main. The pig units shall be sized to the pipe in accordance with the manufacturer's recommendations and shall have a length two times the diameter. The nose shall be parabolic shaped in order that it may better enter restrictions. The pigs shall have the ability to negotiate mitered and short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.
- C. All pipeline pig ingredients shall be certified by the manufacturer as having been successfully used in similar applications and comply with these specifications.

PART 3 – EXECUTION

3.03 VIDEO INSPECTION

- A. ~~(DELETE) General:~~
 - 1. ~~Unless otherwise specified in the contract documents conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving.~~
 - 2. ~~Notify the Engineer the day prior to inspection so the Engineer may be present during the inspection.~~
 - 3. ~~Notify the Engineer of the extent of noncompliance with the low spot depth tolerances in Section 4010 for sanitary sewers and Section 4020 for storm~~

~~sewers.~~

~~4. Re-inspect sewers after any corrective action has been completed.~~

B. (DELETE) Inspection Procedure:

- ~~1. Prior to video inspection, run sufficient water through the pipe to saturate potential low spots so they may be detected during inspection.~~
- ~~2. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.~~
- ~~3. Inspect all lateral connections and other observations at right angles utilizing the pan and tilt capabilities of the camera.~~
- ~~4. Center the video camera in the pipe during the inspection.~~
- ~~5. Do not exceed 30 feet of inspection per minute.~~

C. (DELETE) Inspection Reporting:

- ~~1. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and street location references in the recording. Affix labels to the recording media to include the name of the project, the date, and the location of the inspection.~~
- ~~2. Provide a written report of the inspection. In the report, include true-to-scale drawings of all sewer defects and observation locations. Reference the time stamp on each line item entry on the written report.~~

A. (ADD) Prior to acceptance by the City, a television inspection on Sanitary Sewers shall be completed by the contractor. Said TV inspection shall be performed 30 days after backfilling. The TV inspection shall be with a pan & tilt color camera and a footage meter that accurately displays the camera's location on tape.

B. (ADD) The developer/contractor will be required to ensure that an informational meeting is set up between the entity performing the television inspection on the new construction and the City Engineer and/or Sewer Superintendent. The meeting is used to educate the entity's television operator on the proper inspection techniques while televising for the City of Marshalltown. Proper techniques are, but not limited to the following:

1. Identify each structure by proper structure number
2. Separate reports for each line segment televised
3. Pipe preparation before televising, to include cleaning or putting water down the line to show sags
4. Video tape procedures, including procedures for viewing laterals or connections
5. Timeliness in returning videos and paper reports

C. (ADD) All television inspections shall be provided in digital format (.MPEG, .MPG, or .WMV), PDF written report and in Wincan digital CD format. If not

provided in Wincan digital format, the contractor shall pay \$20 per line segment for the information to be data entered into the City system.

- D. (ADD) After review of the videos and written reports, the City of Marshalltown will contact the developer or contractor of a positive review or identify areas that need to be repaired prior to final acceptance. Any repairs will need to be re-televised.

3.07 (ADD) FORCE MAIN CLEANING

- A. All lines shall be thoroughly cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by water or water carried material shall be the responsibility of the Contractor.
- C. All cleaning shall be completed prior to the initiation of the testing process described in Part 3.06.
- D. Force main cleaning shall be accomplished using a hydraulically propelled polyurethane pig, conforming to the requirements of Part 2 above, to remove all construction debris from the force main.

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SUPPLEMENTAL DIVISION 5 – WATER MAINS AND APPURTENANCES

(SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS)

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SUPPLEMENTAL DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber “O” ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

- A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:

1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and between rings and casting.
2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.1, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.1, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed

unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:
 - a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

- A. 6010.306 Chimney Seals for Sanitary Sewer Manholes
- B. 6010.307 Drop Connection for Sanitary Sewer Manholes
- C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations _____

TEST INFORMATION:**Low Pressure Method:**

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

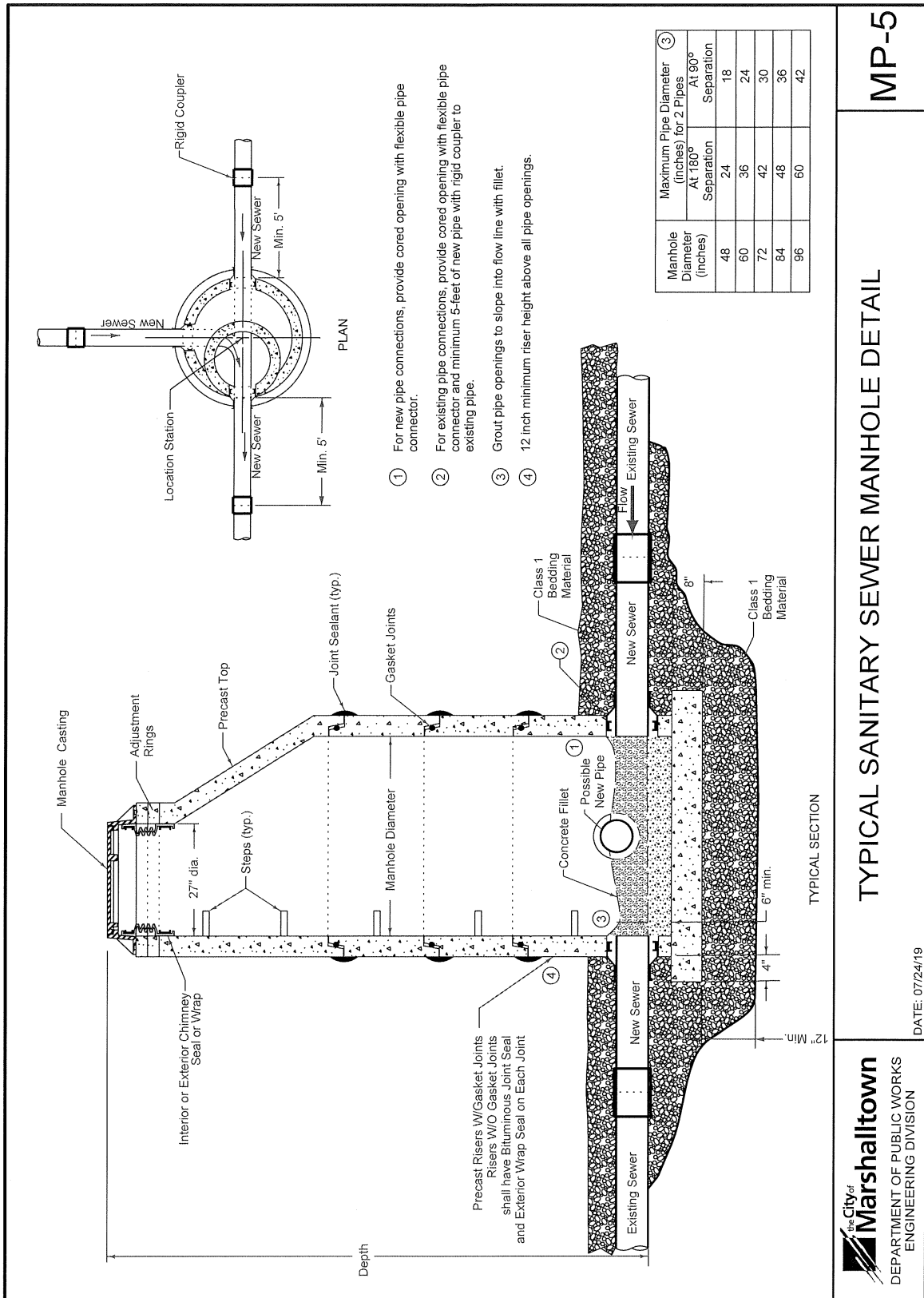
CONCLUSION: Complies: Yes _____ No _____

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

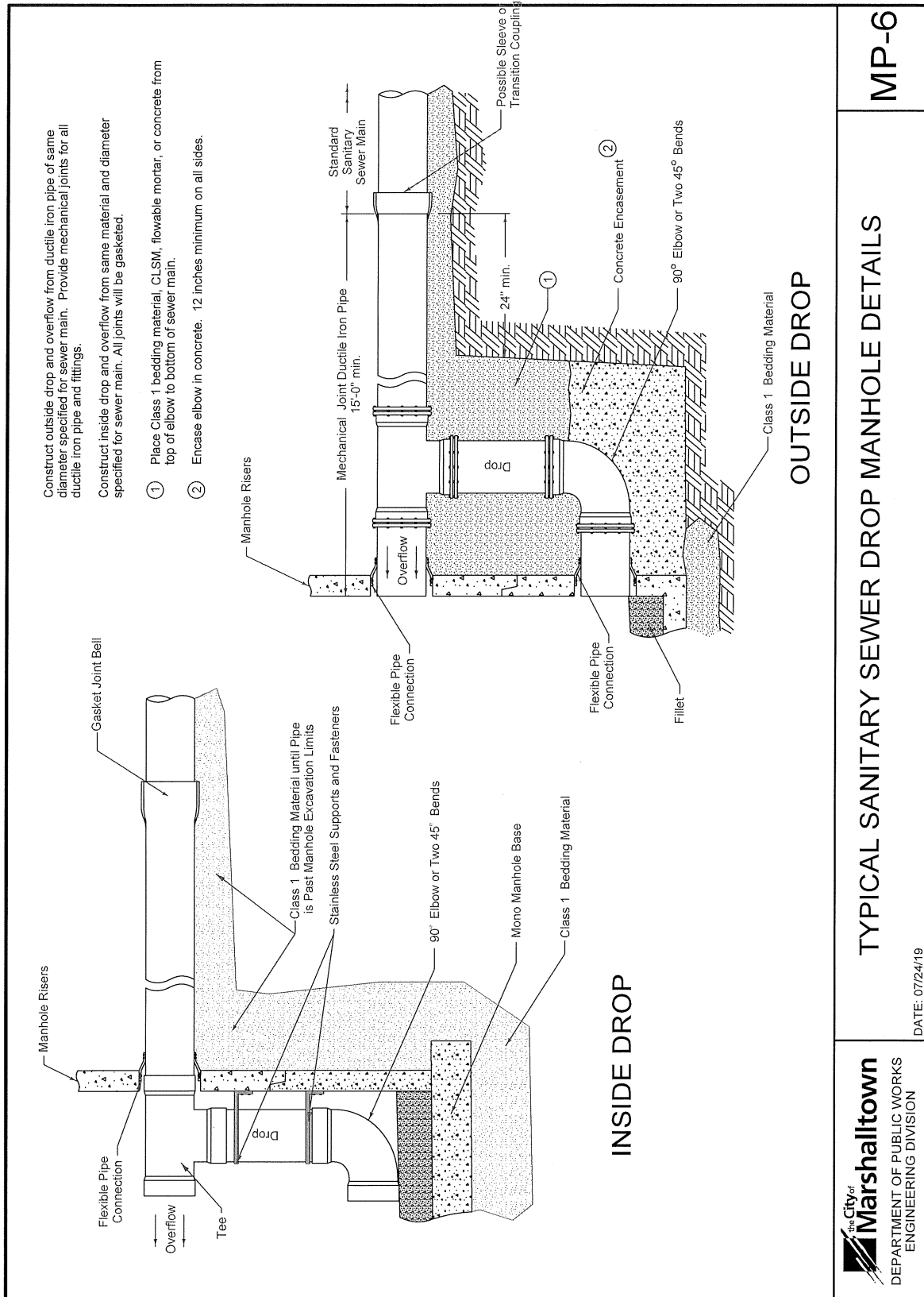
Project Representative

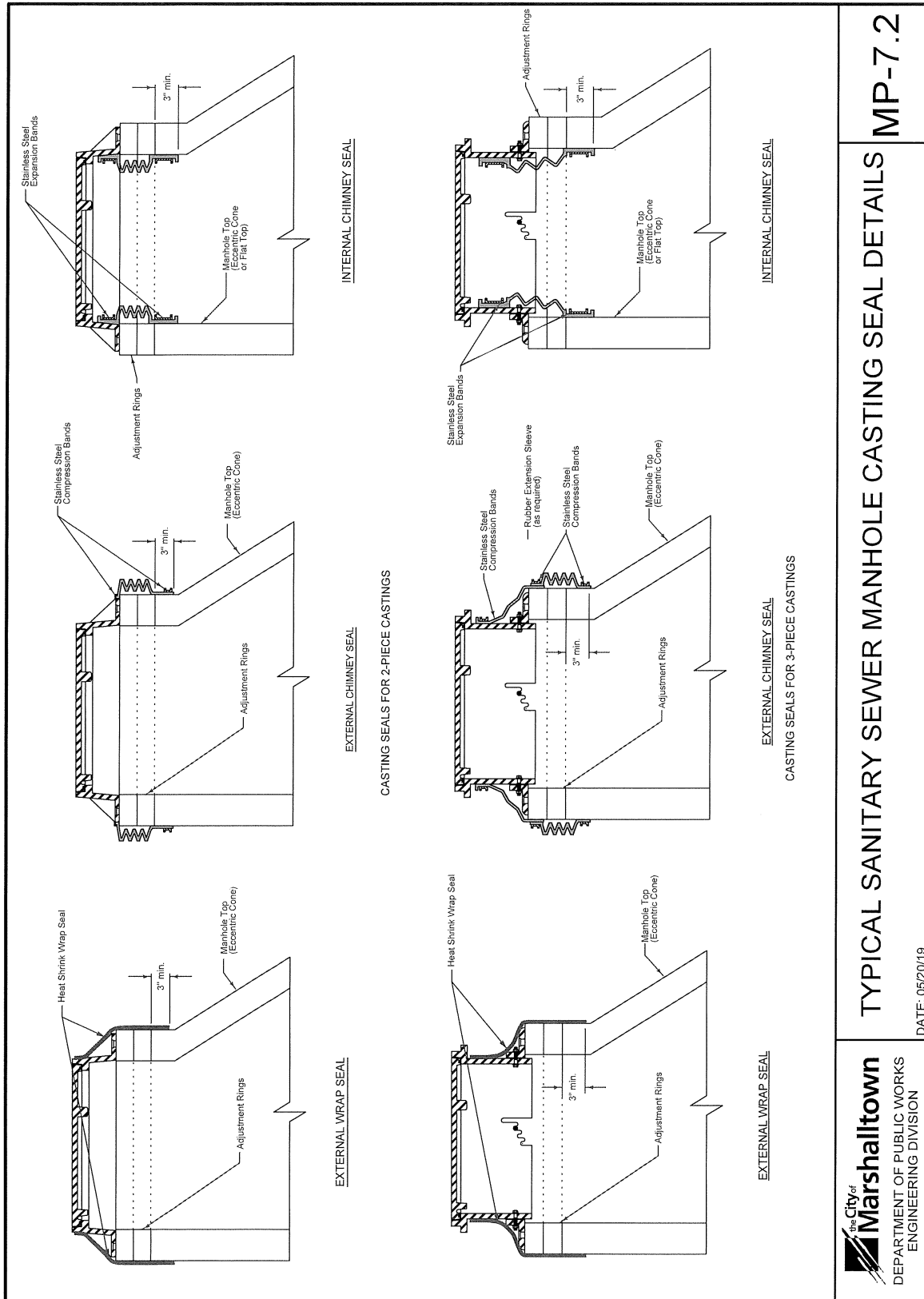
Project Engineer
City of Marshalltown, Iowa

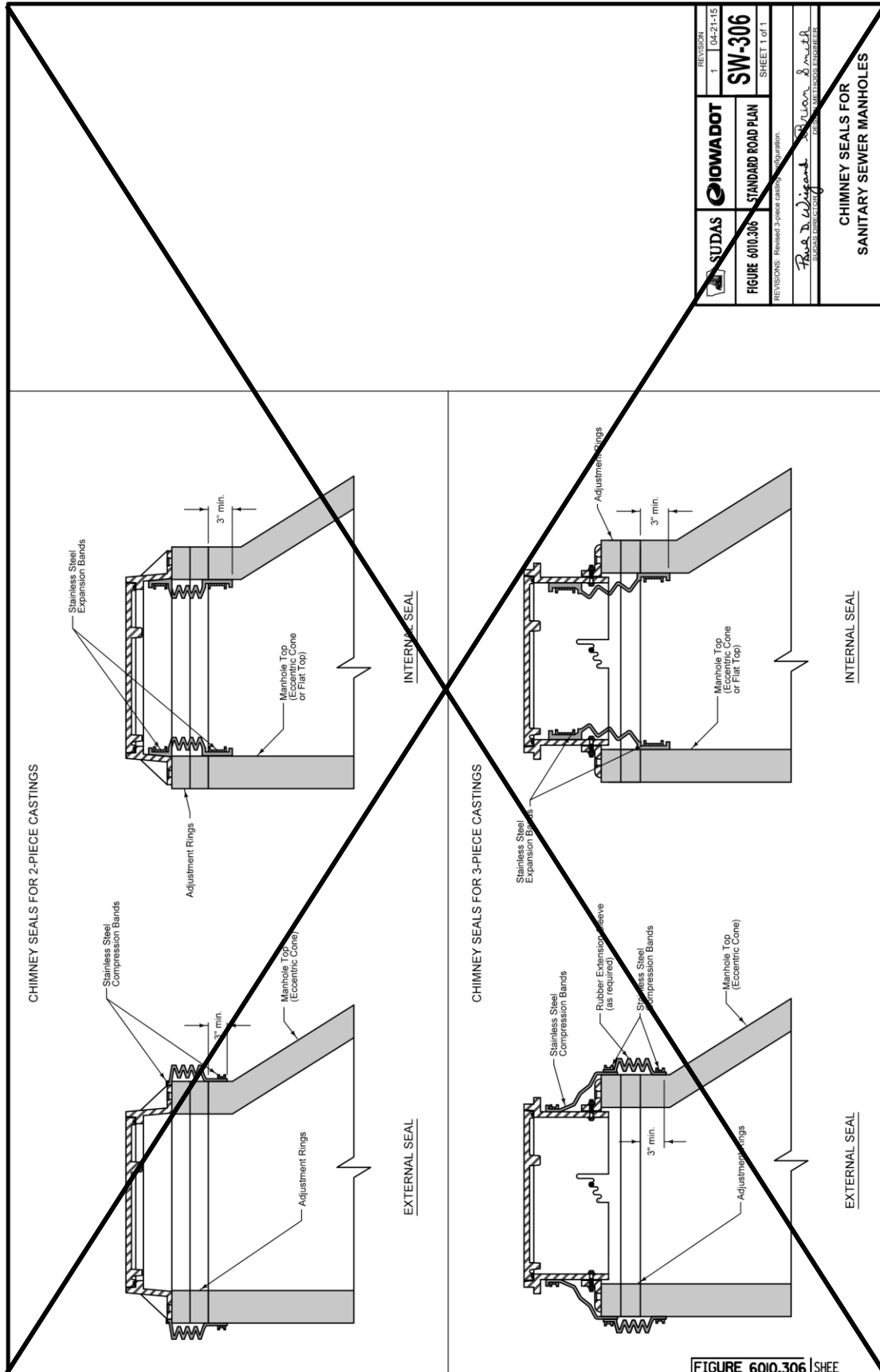


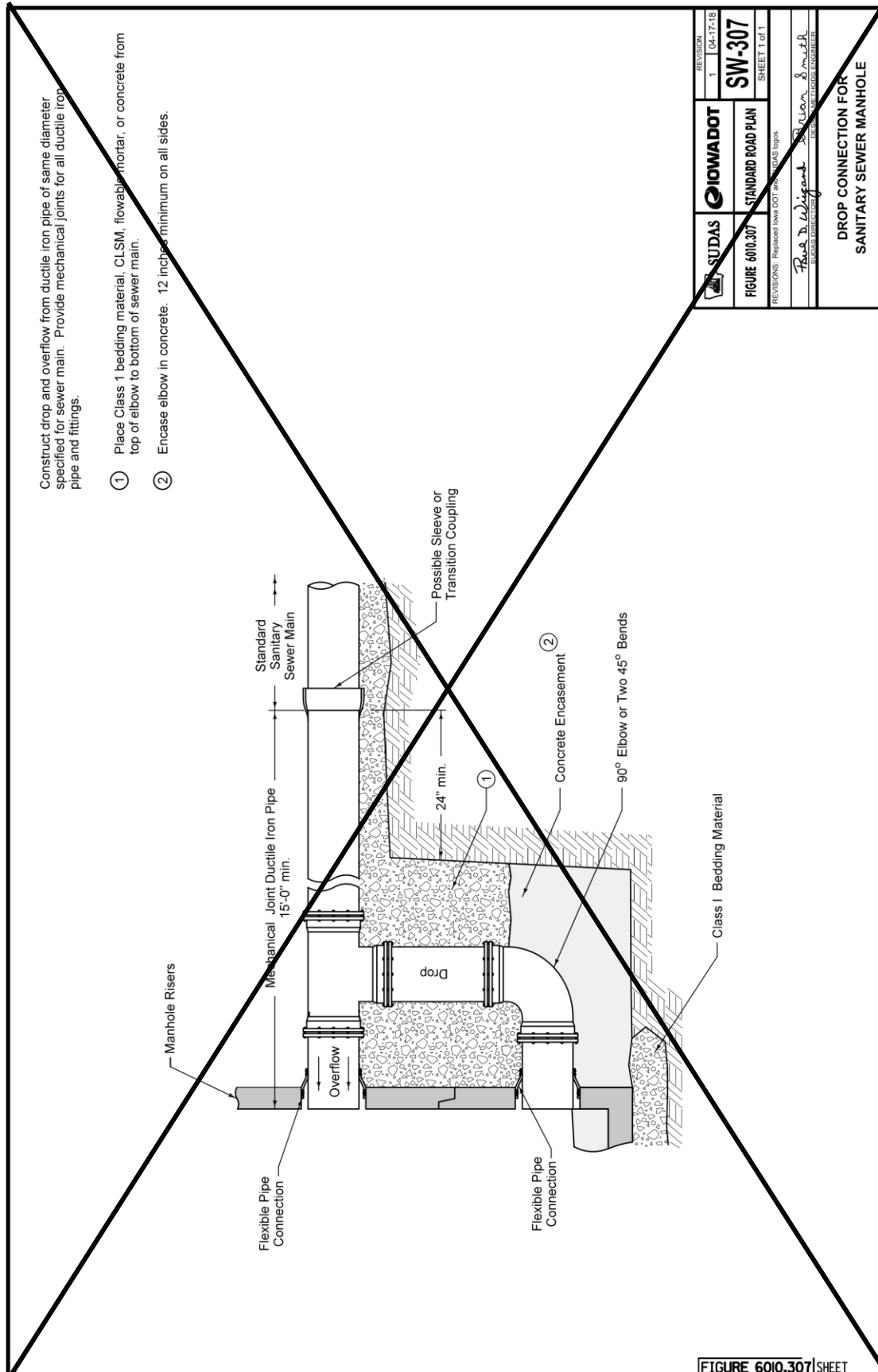
TYPICAL SANITARY SEWER MANHOLE DETAIL

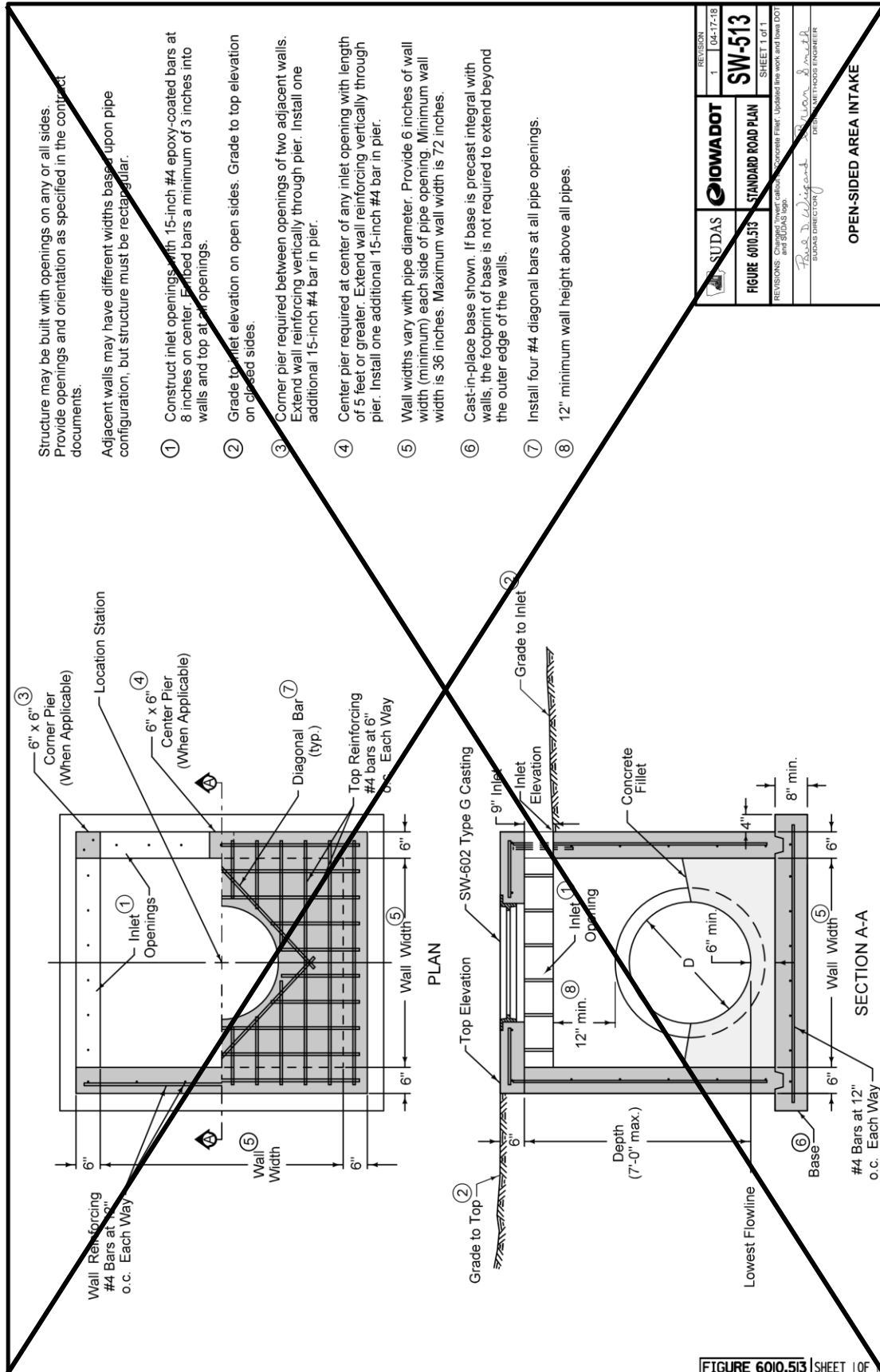
MP-5











SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

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

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

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

SUPPLEMENTAL DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

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

PART 2 - PRODUCTS

2.01 (ADD) MATERIALS

P. Synthetic Fiber Reinforcement.

1. Material: 100 percent virgin homopolymer polypropylene multifilament fibers, containing no reprocessed olefin materials.
2. Conformance: ASTM C 1116, Type III.
3. Fire Classifications:
 - a. UL Report File No. R8534-11.
 - b. Southwest Certification Services (SWCS), Omega Point Laboratories No. 8662-1.
4. Fiber Length: Single-cut lengths.
5. Alkali Resistance: Alkali proof.
6. Absorption: Nil.
7. Specific Gravity: 0.91.
8. Melt Point: 324 degrees F (162 degrees C).

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.~~

E. (ADD) Bar and Reinforcement Placement:

5. If noted on the plans, fiber mesh reinforcing shall be used with all concrete sidewalk and pavement. The fiber mesh shall be added at the rate of 1 bag

per cubic yard or as otherwise recommended by the manufacturer. The fiber shall be added directly to the truck at the time of mixing.

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

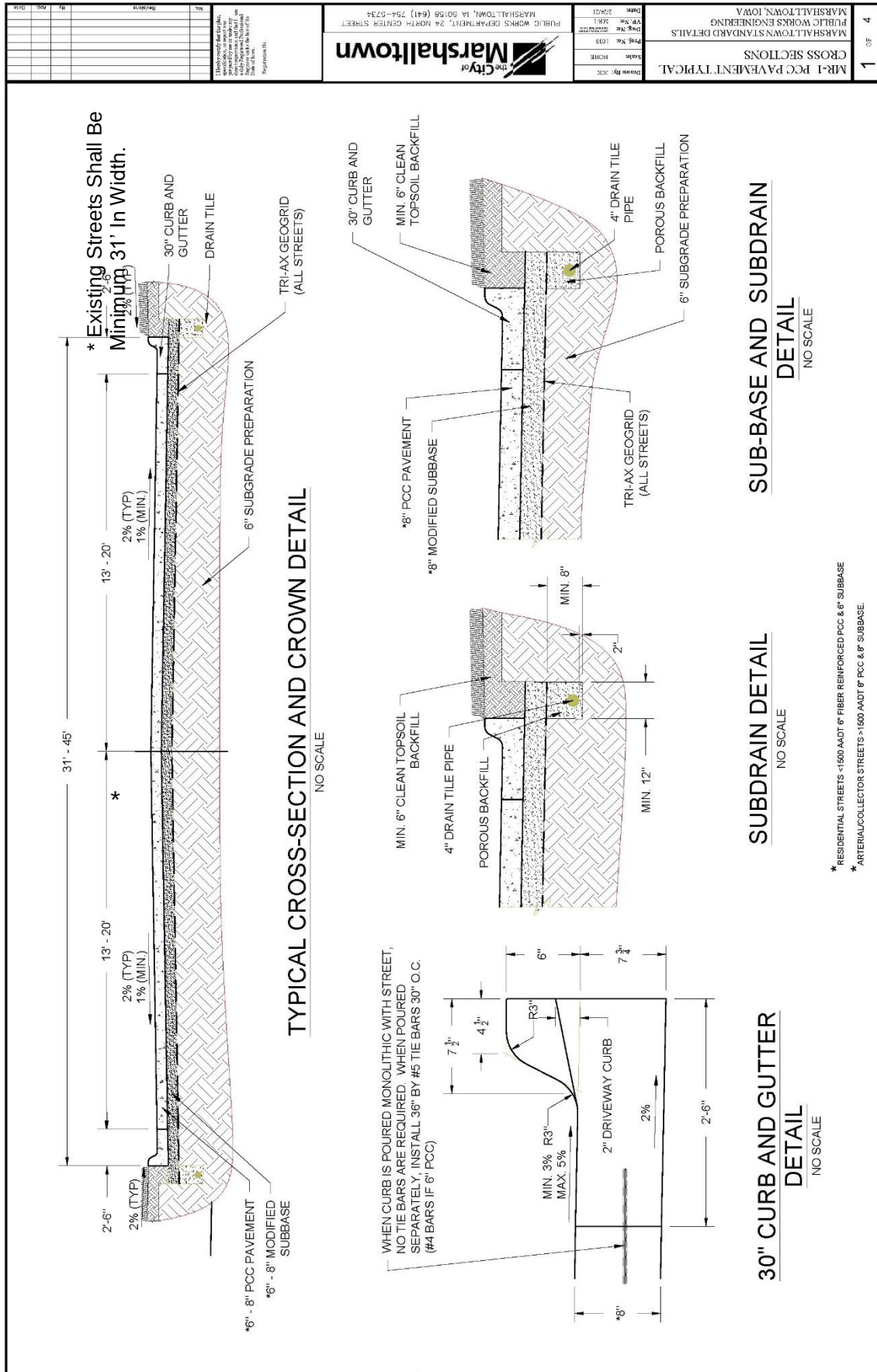
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for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

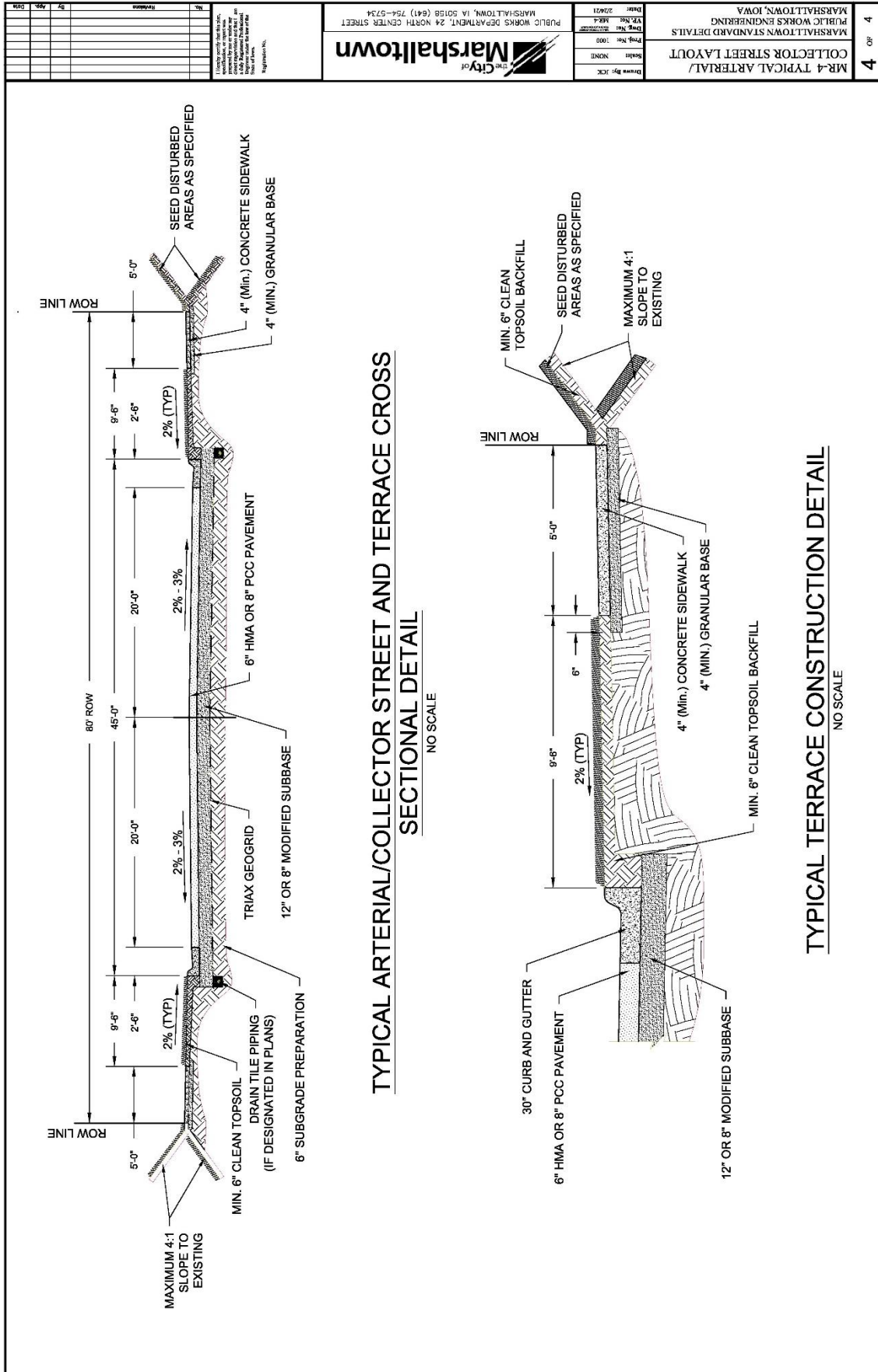
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

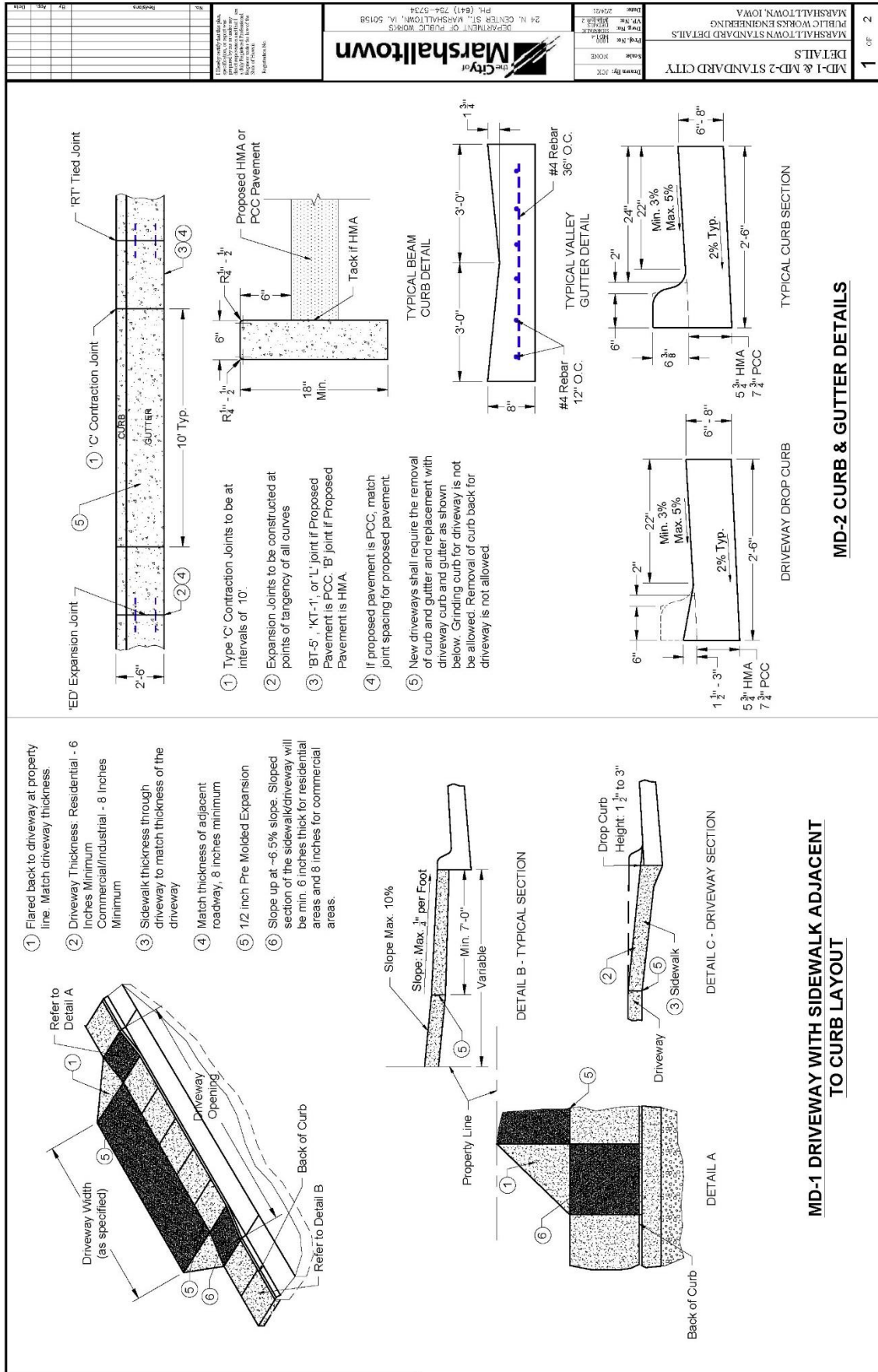
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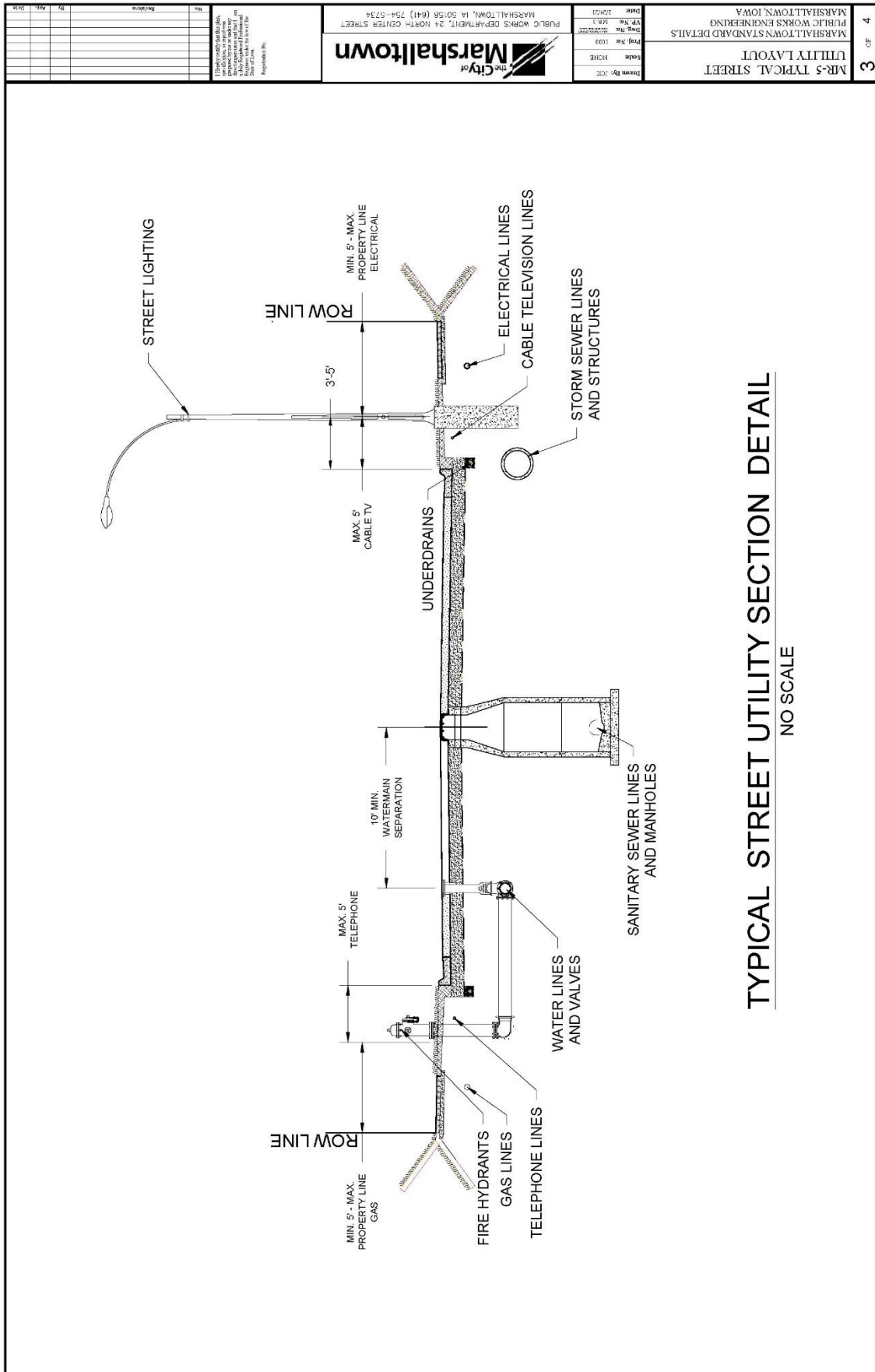
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

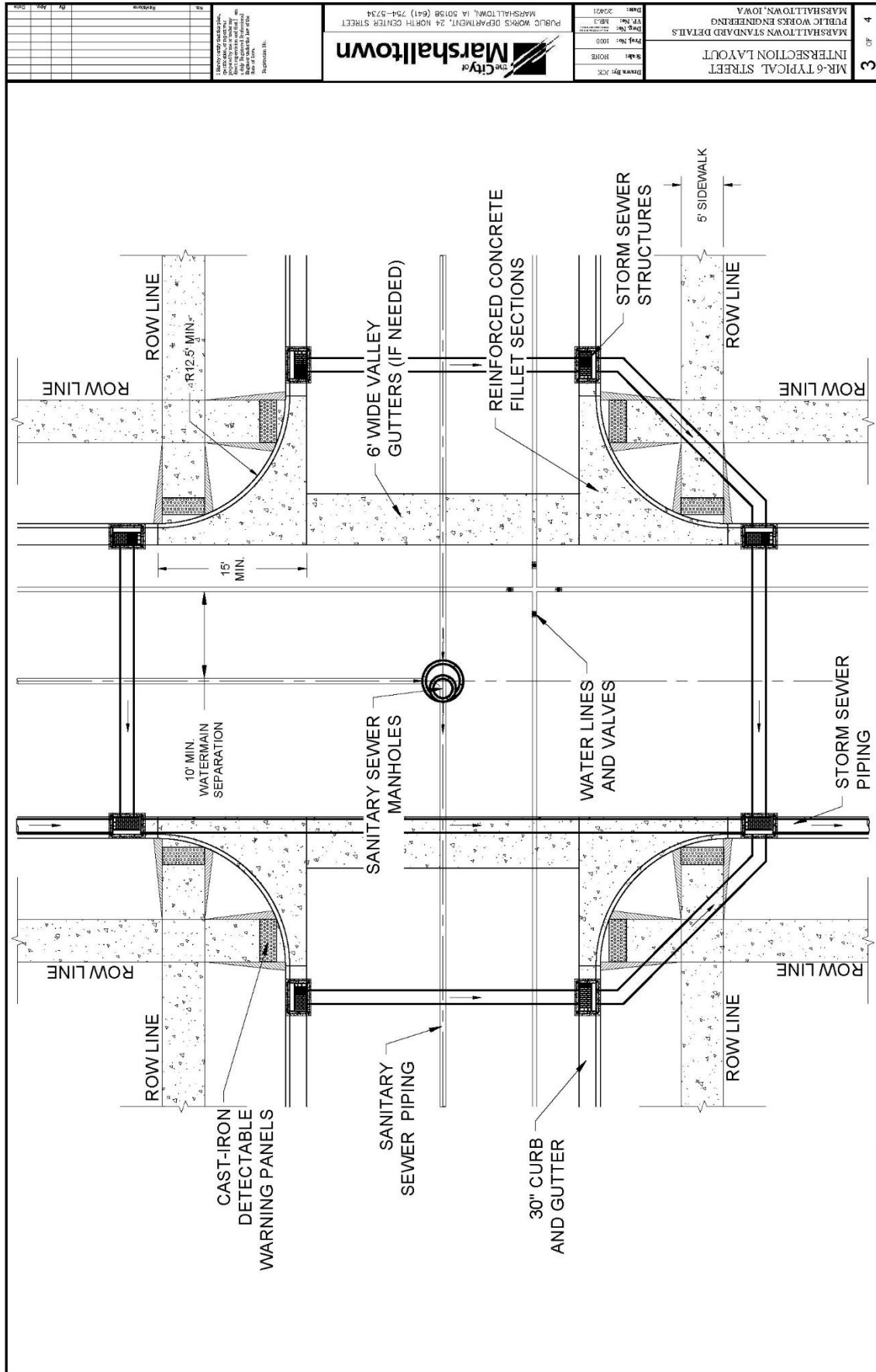












SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

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

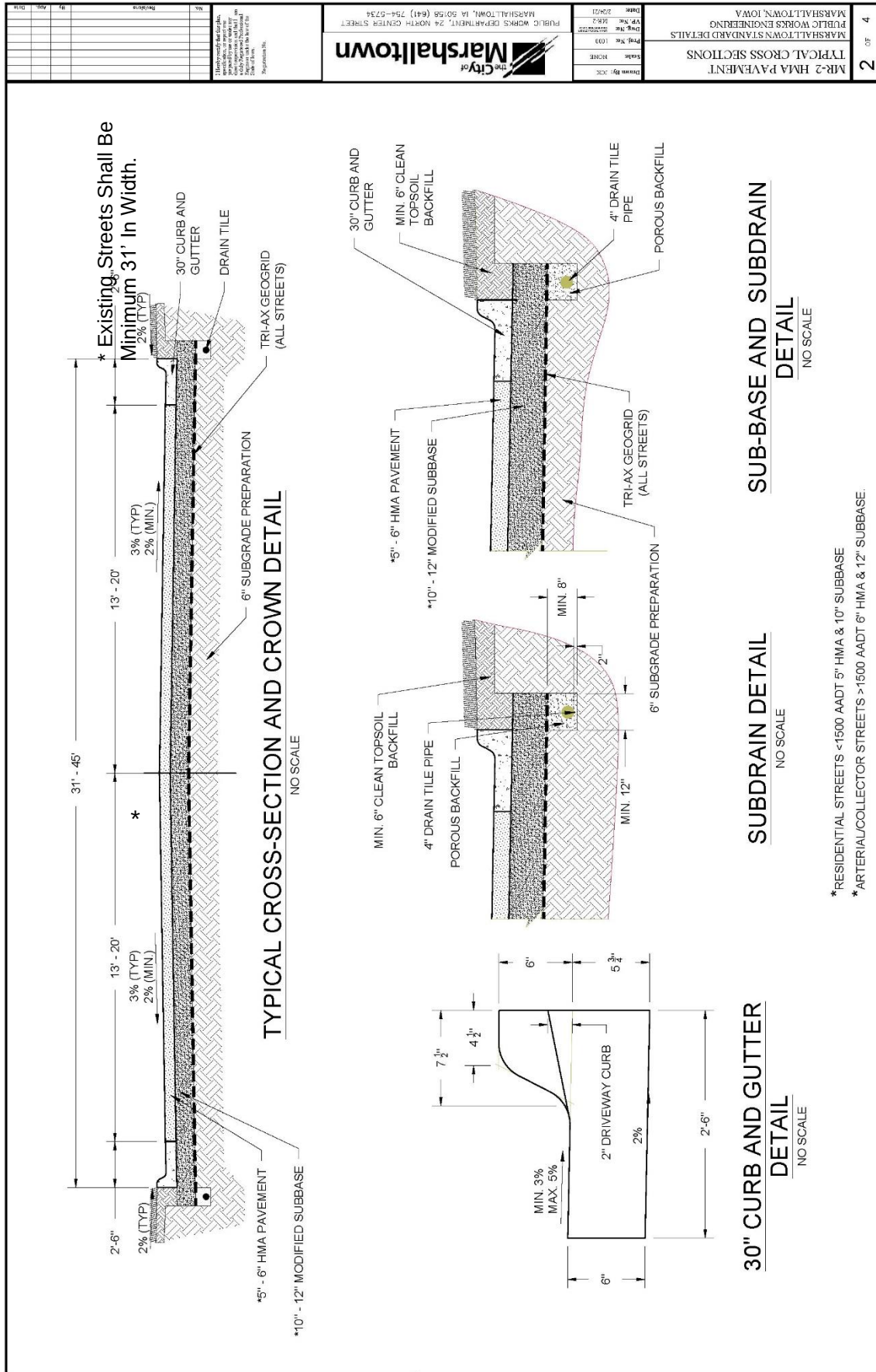
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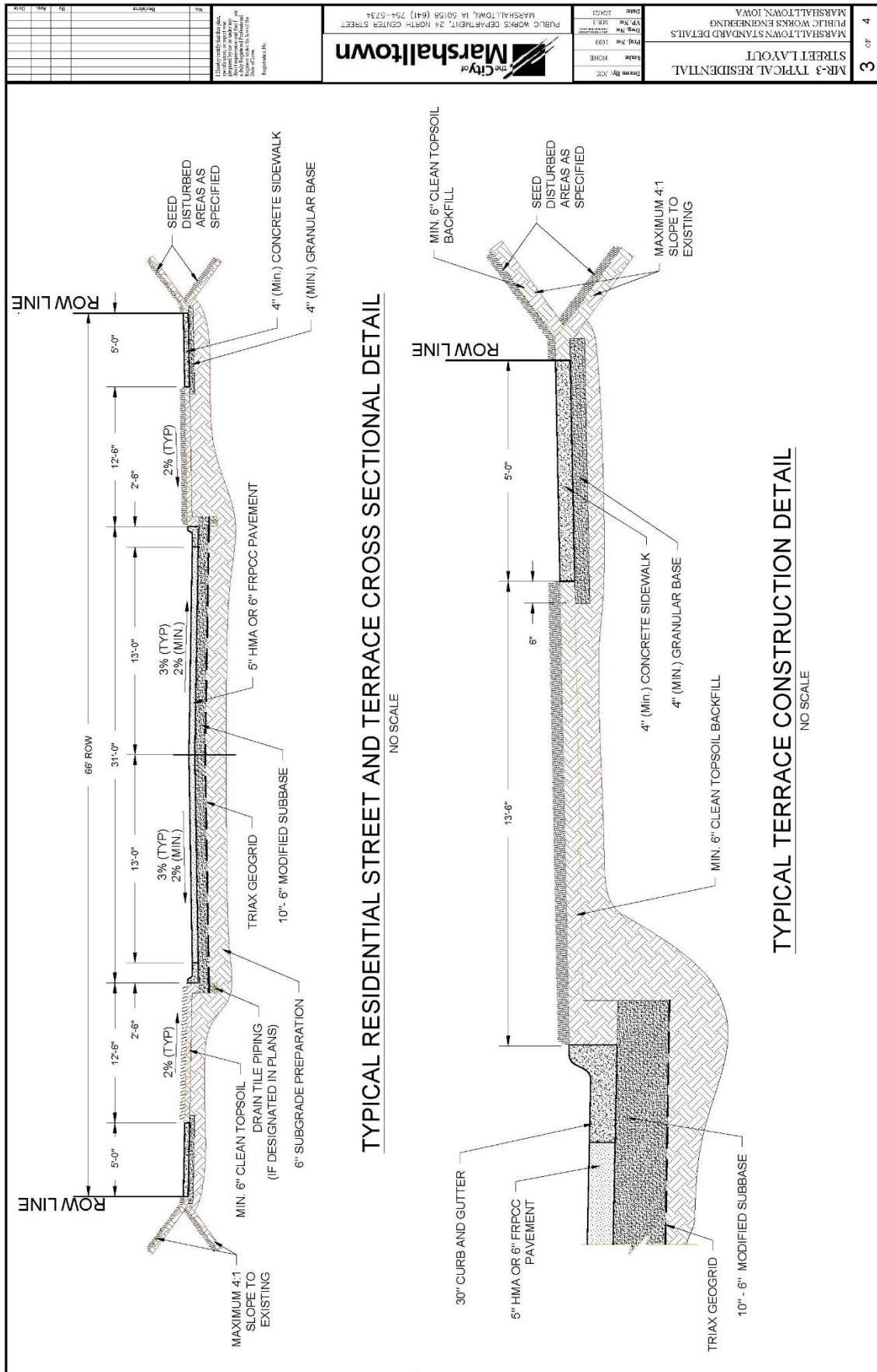
PART 3 - EXECUTION

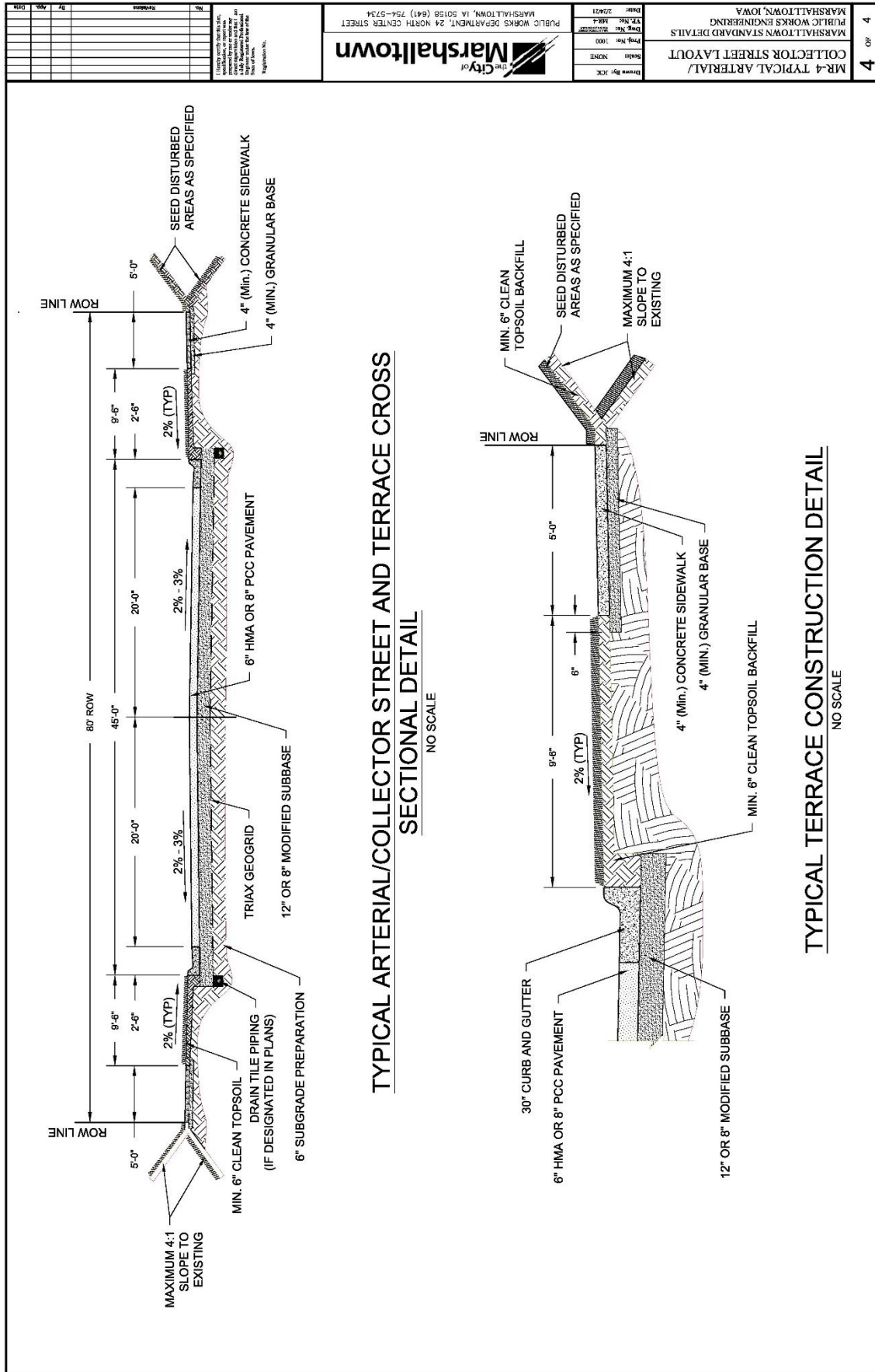
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

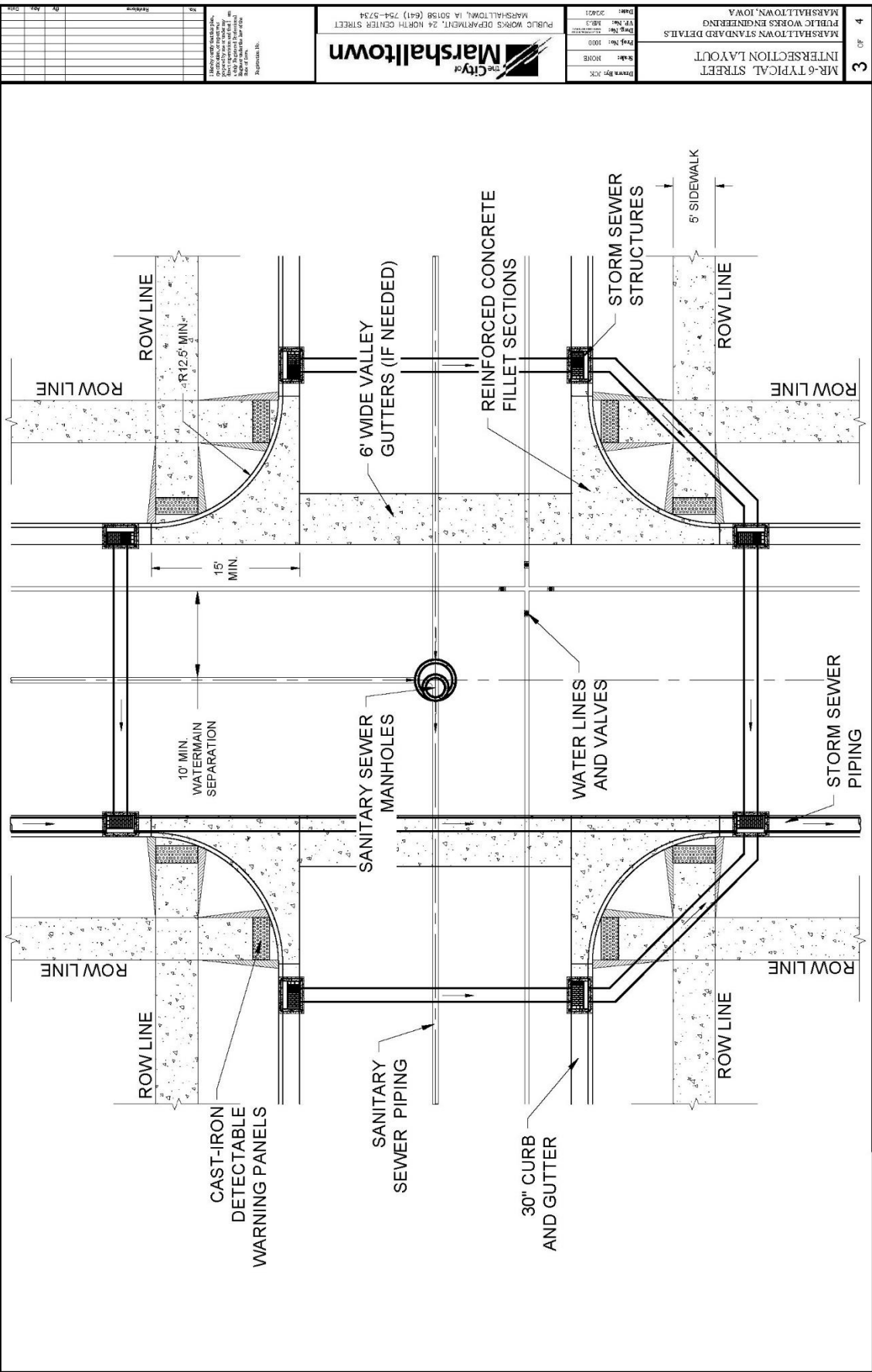
A. Added the following details:

1. MR-2 HMA Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MR-6 Typical Street Intersection Detail









SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

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

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

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

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class(DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~
- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.

- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.

2. Moisture Retention:

- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:
 - a. Dry to the touch in no more than 4 hours, and
 - b. Do not track off the concrete when walked upon after 12 hours.

D. White Pigmented Compounds.

- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a non-uniform spray.
- 3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
- 4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.
 3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
 4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.

5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.

- C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 7030.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

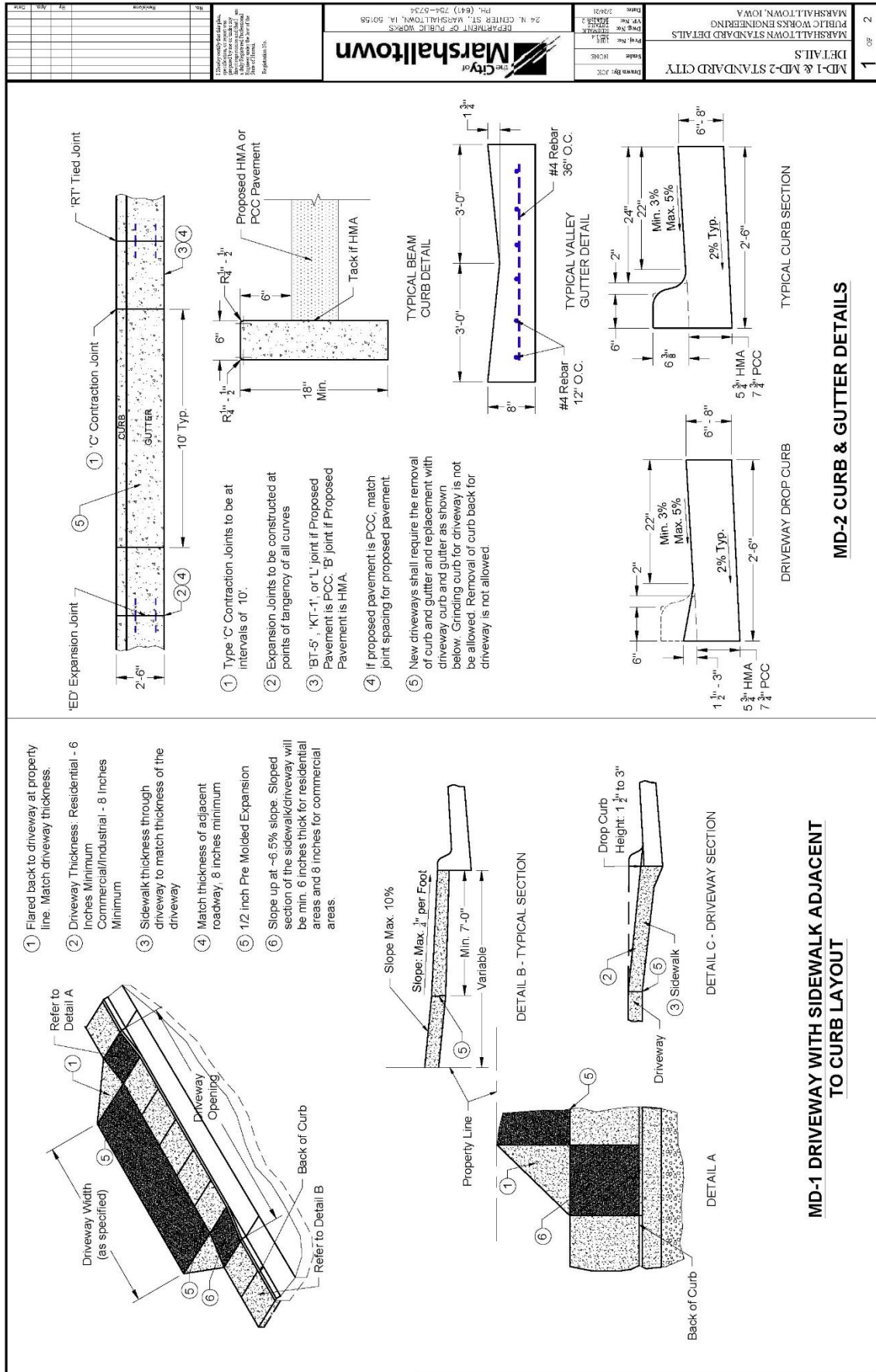
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

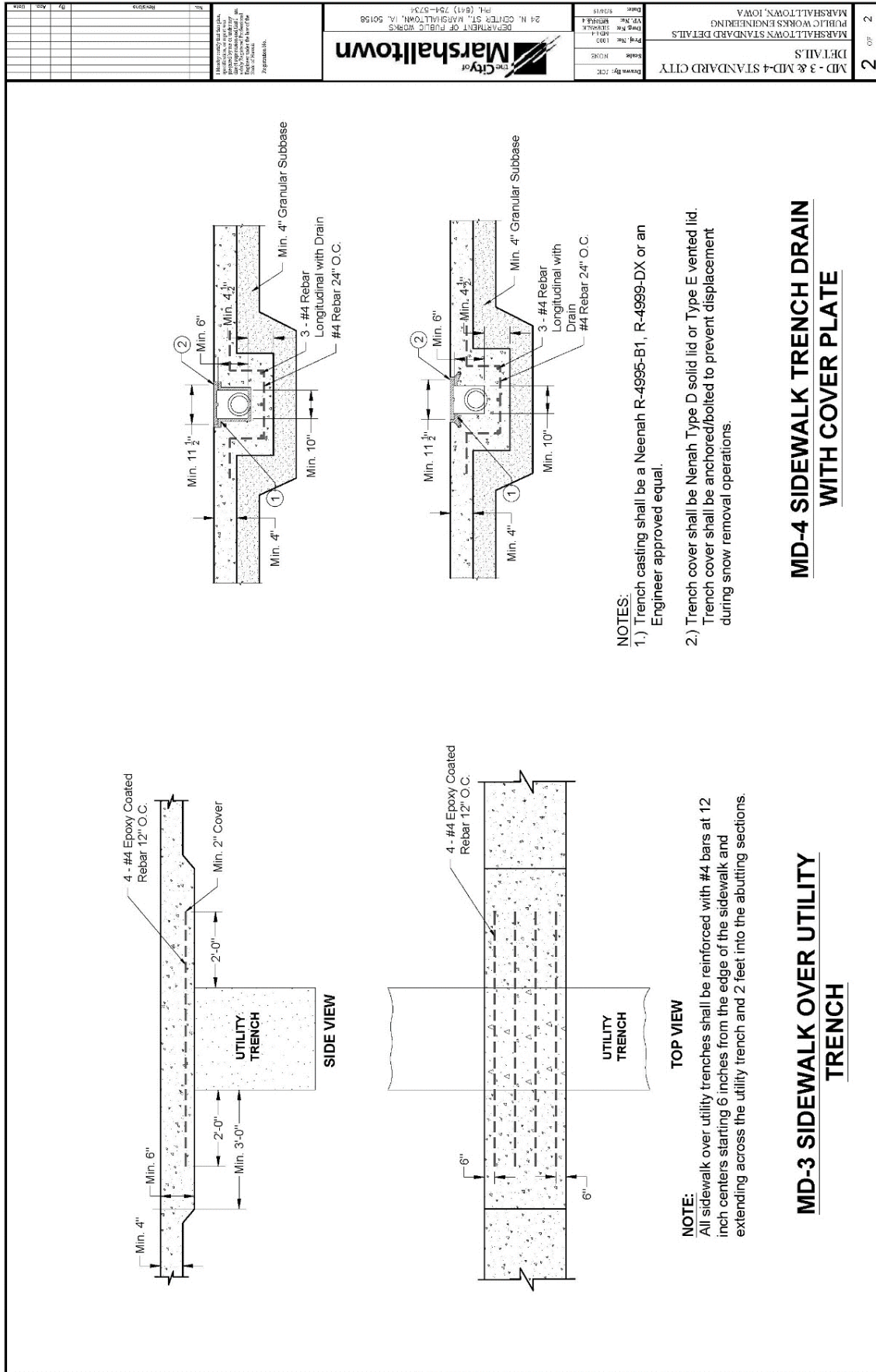
Comply with Section 7010, 3.03 and MD-2.

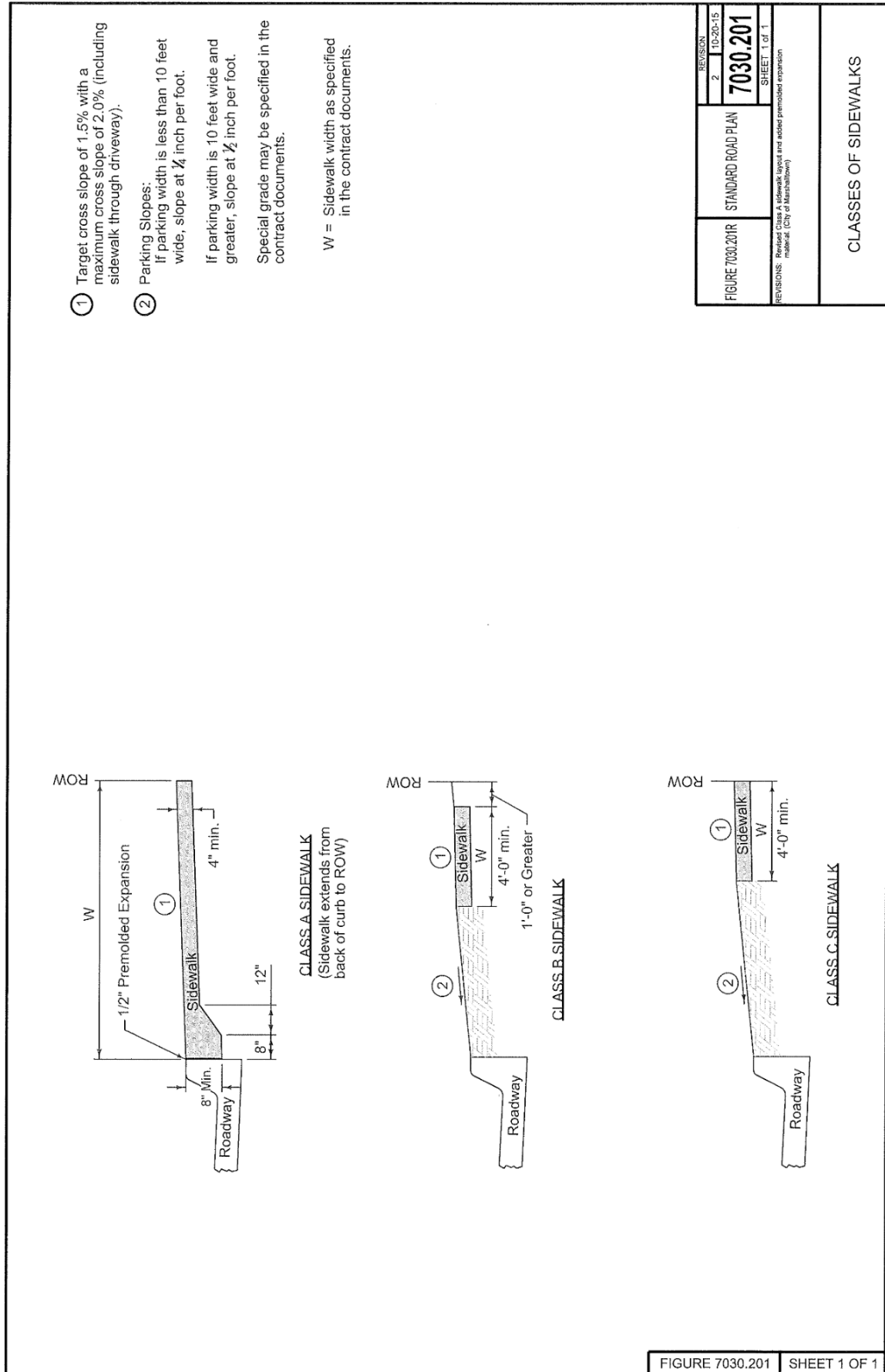
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 2. MD-2 Curb & Gutter Details
 3. MD-3 Sidewalk over Utility Trench Detail
 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.

4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for preformed expansion joints.
8. Figure 7030.208 – Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".







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

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

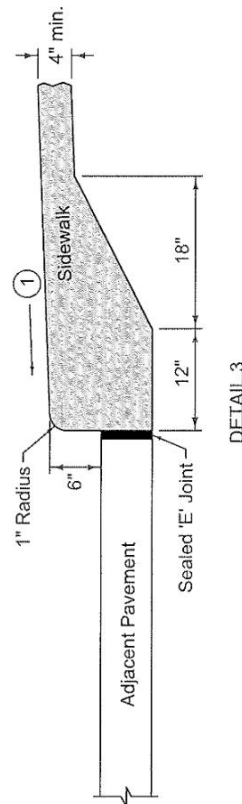
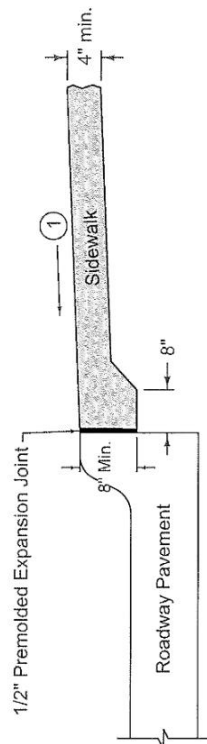
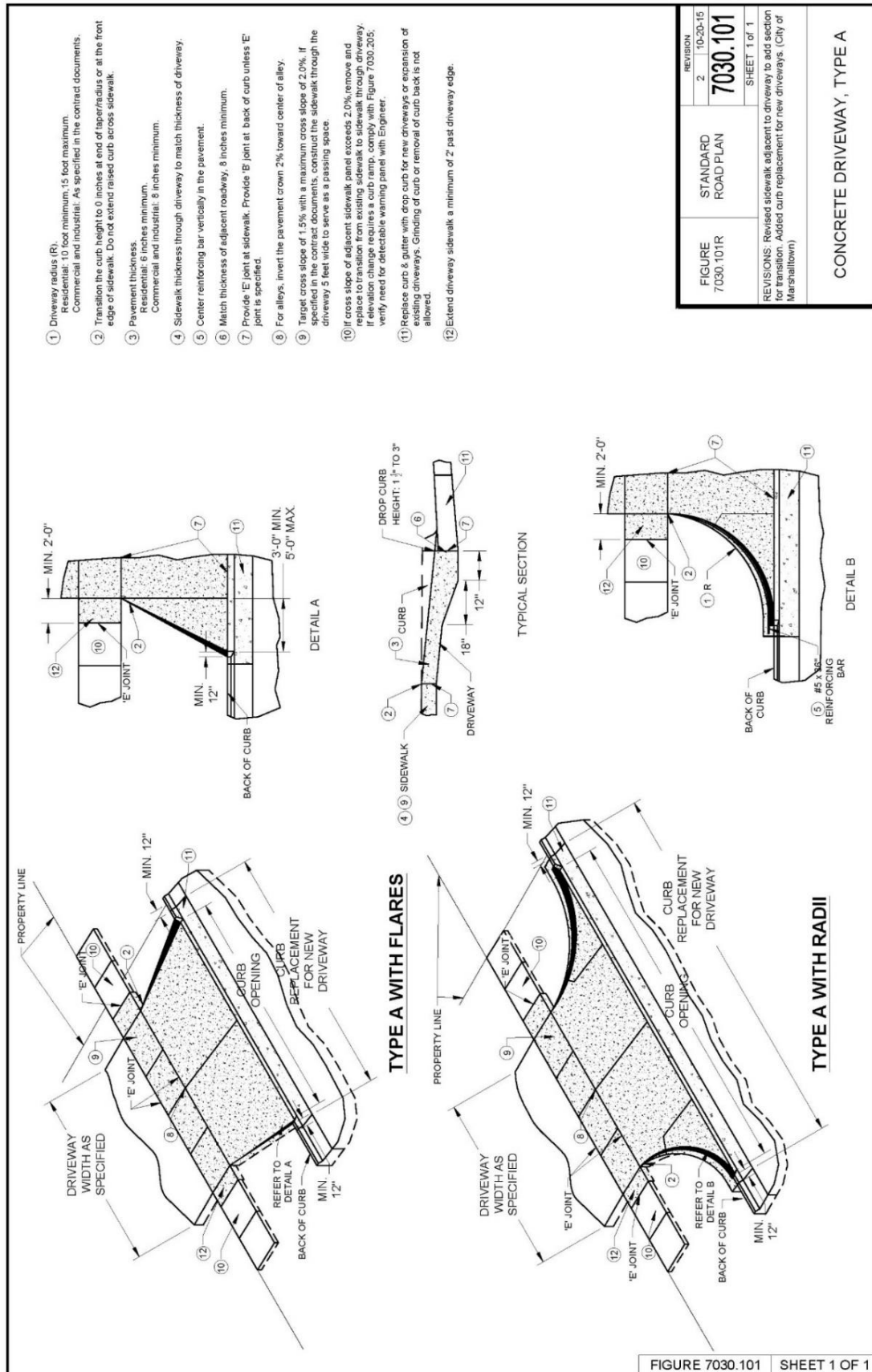
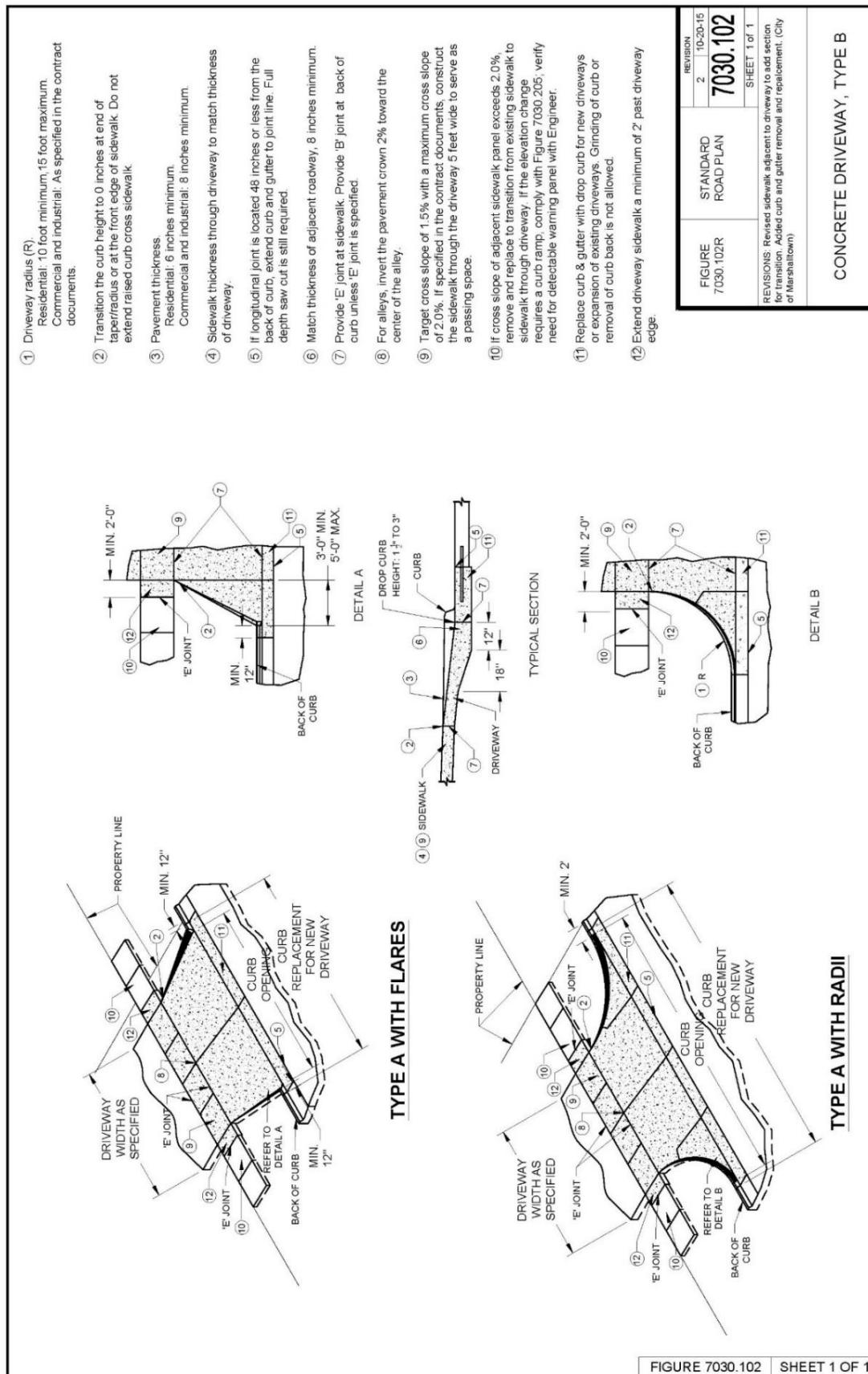
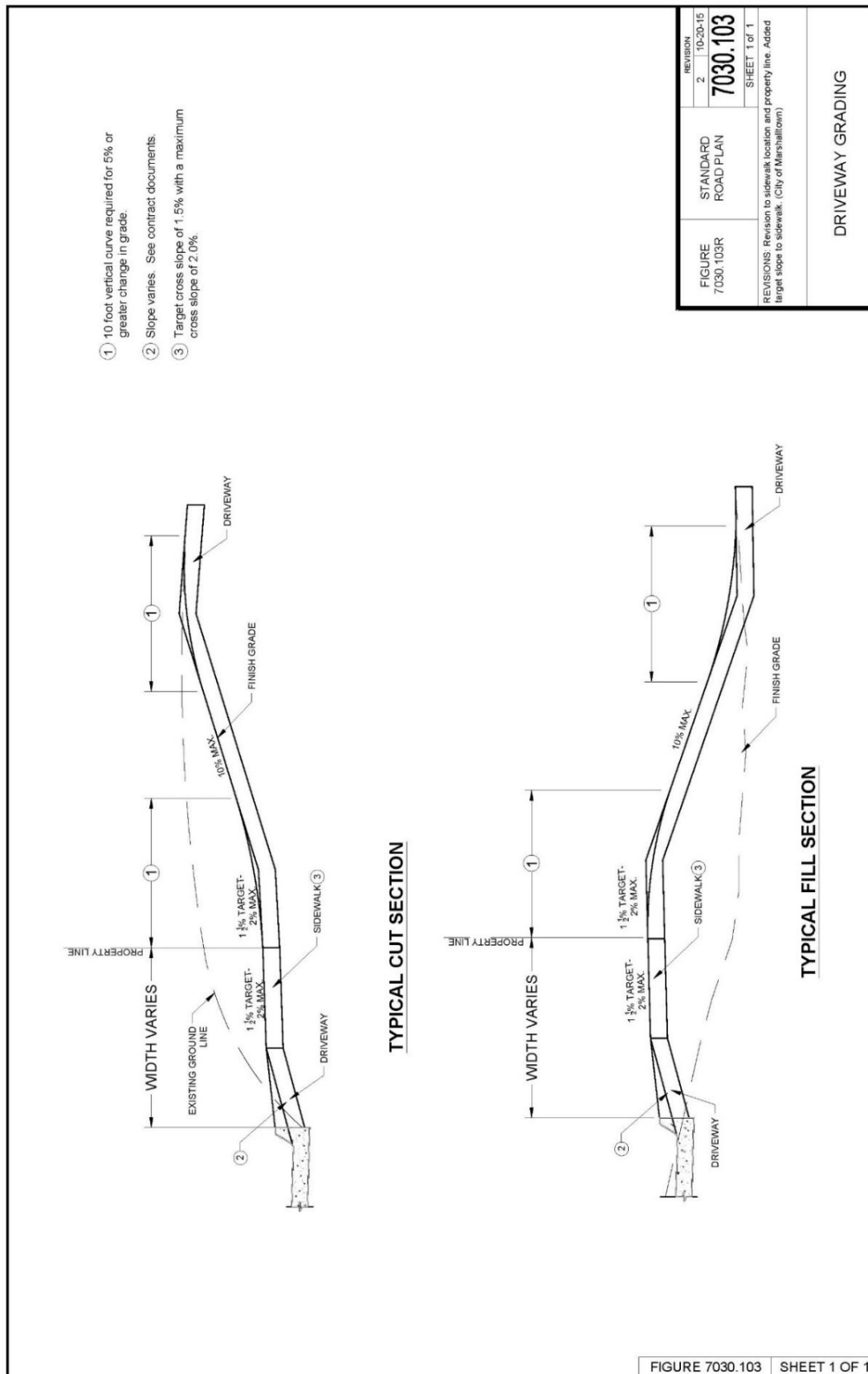


FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION	
		3	10-20-15
		7030.202	
		SHEET 1 of 1	
REVISIONS: Removed Detail 1, Revised Detail 2 (City of Marshalltown)			

CURB DETAILS FOR
CLASS A SIDEWALK







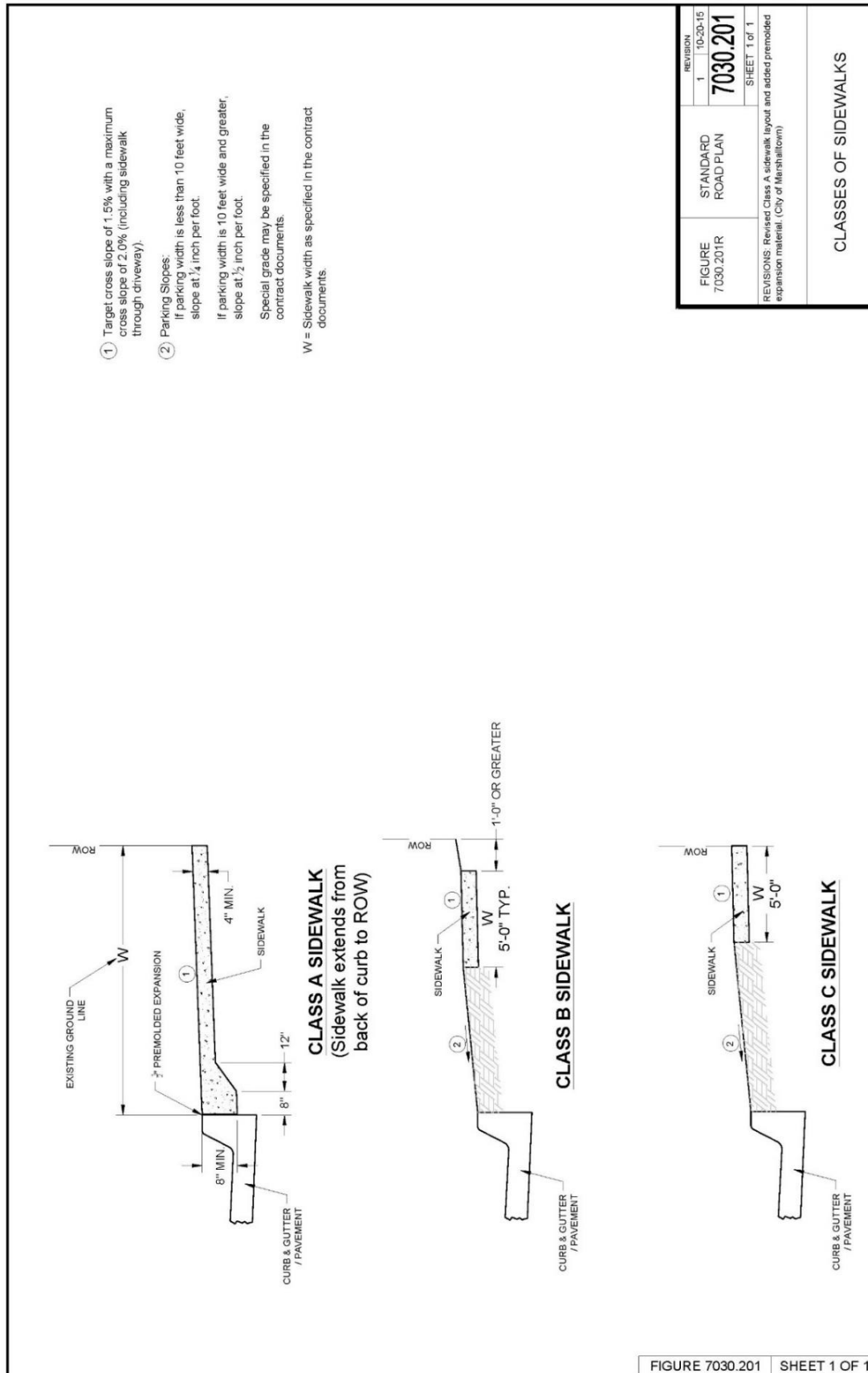
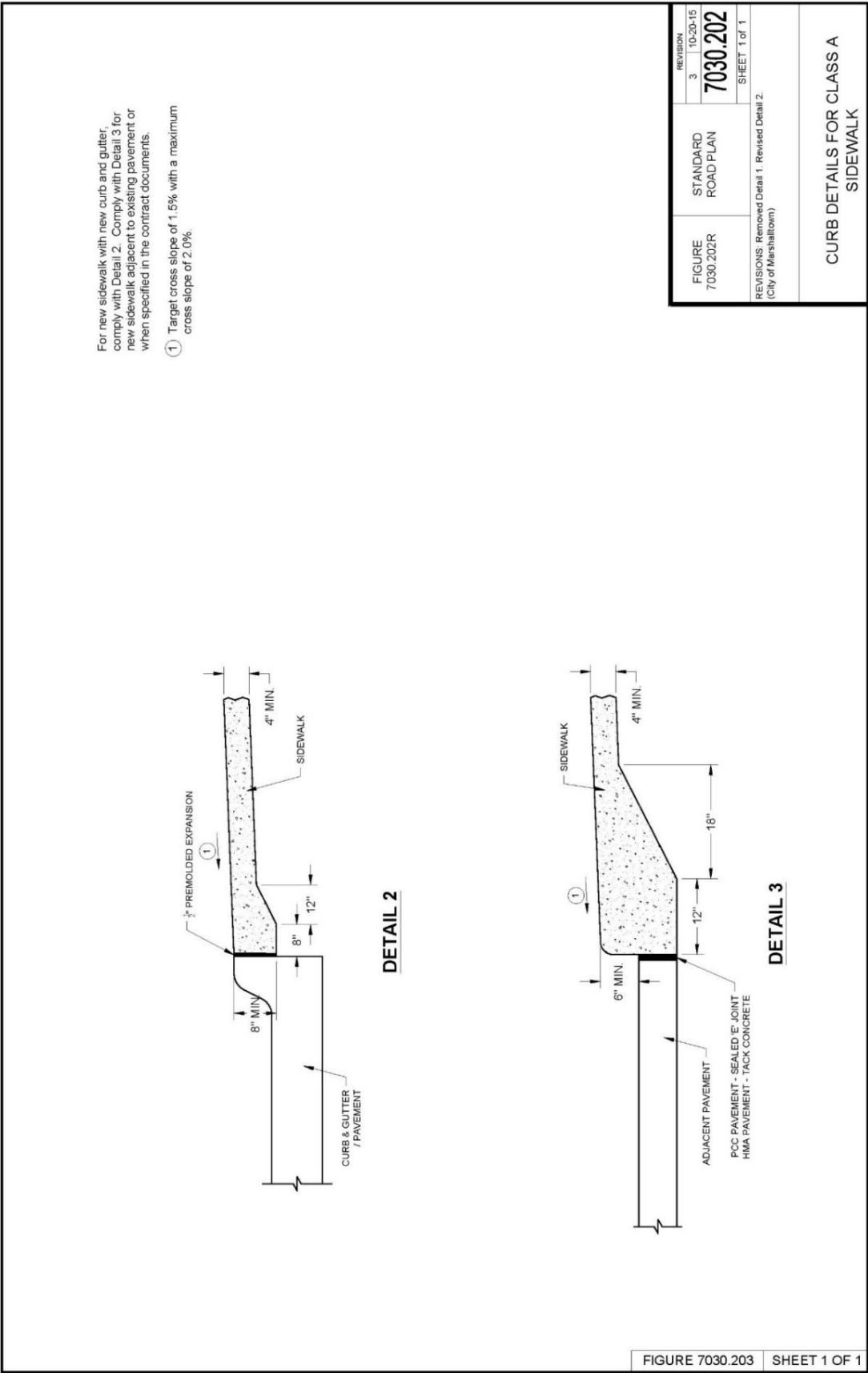
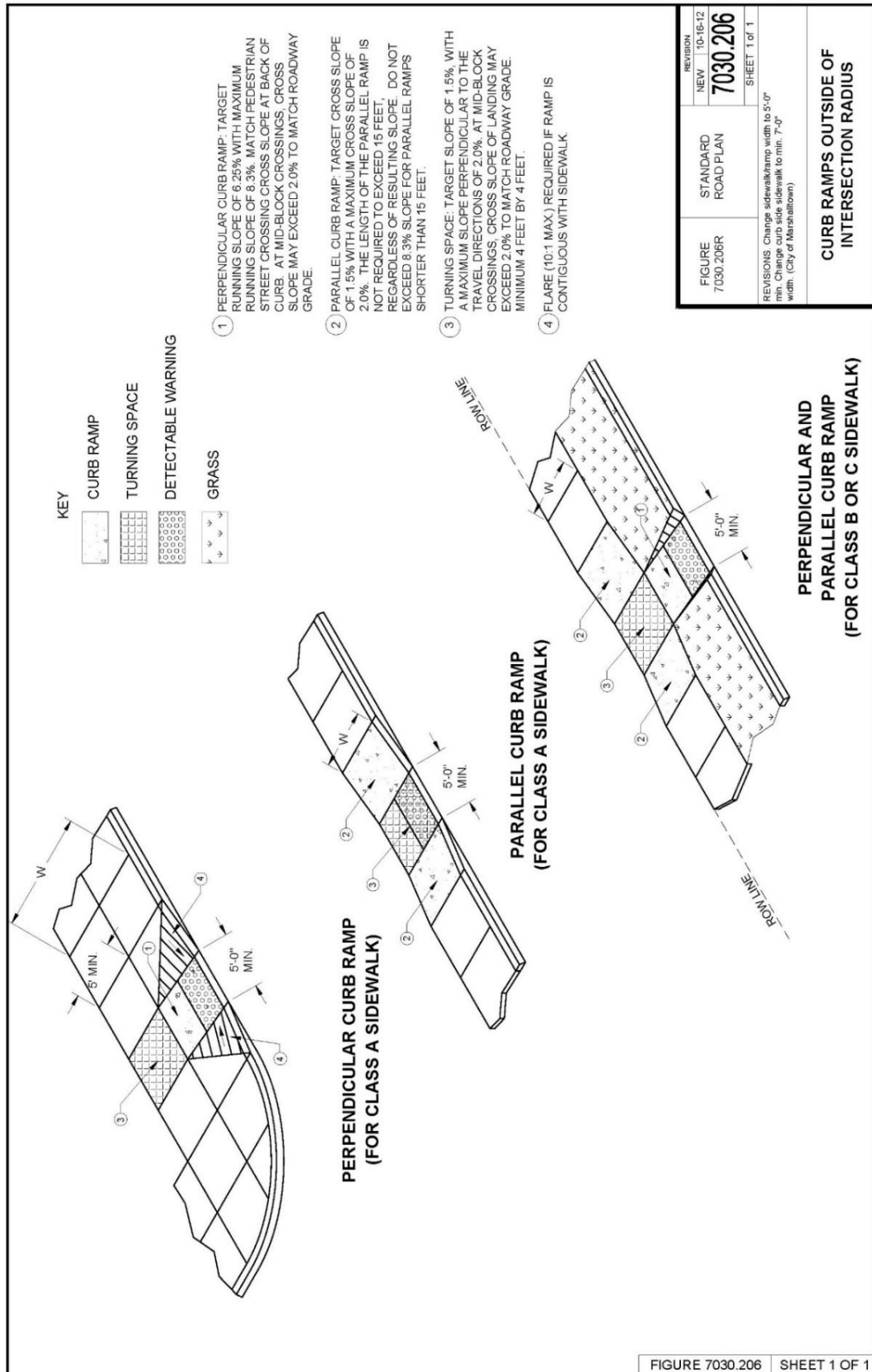
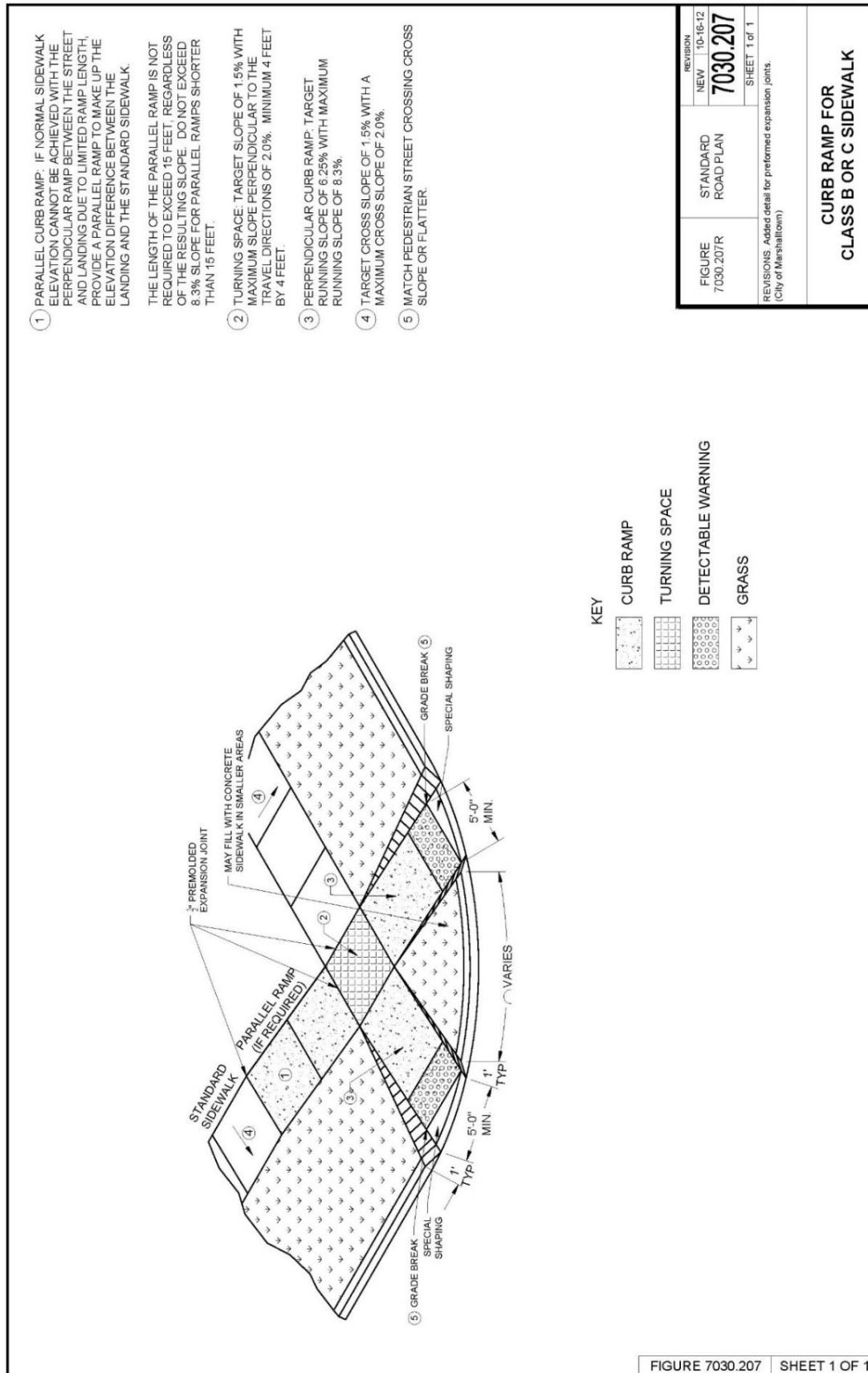
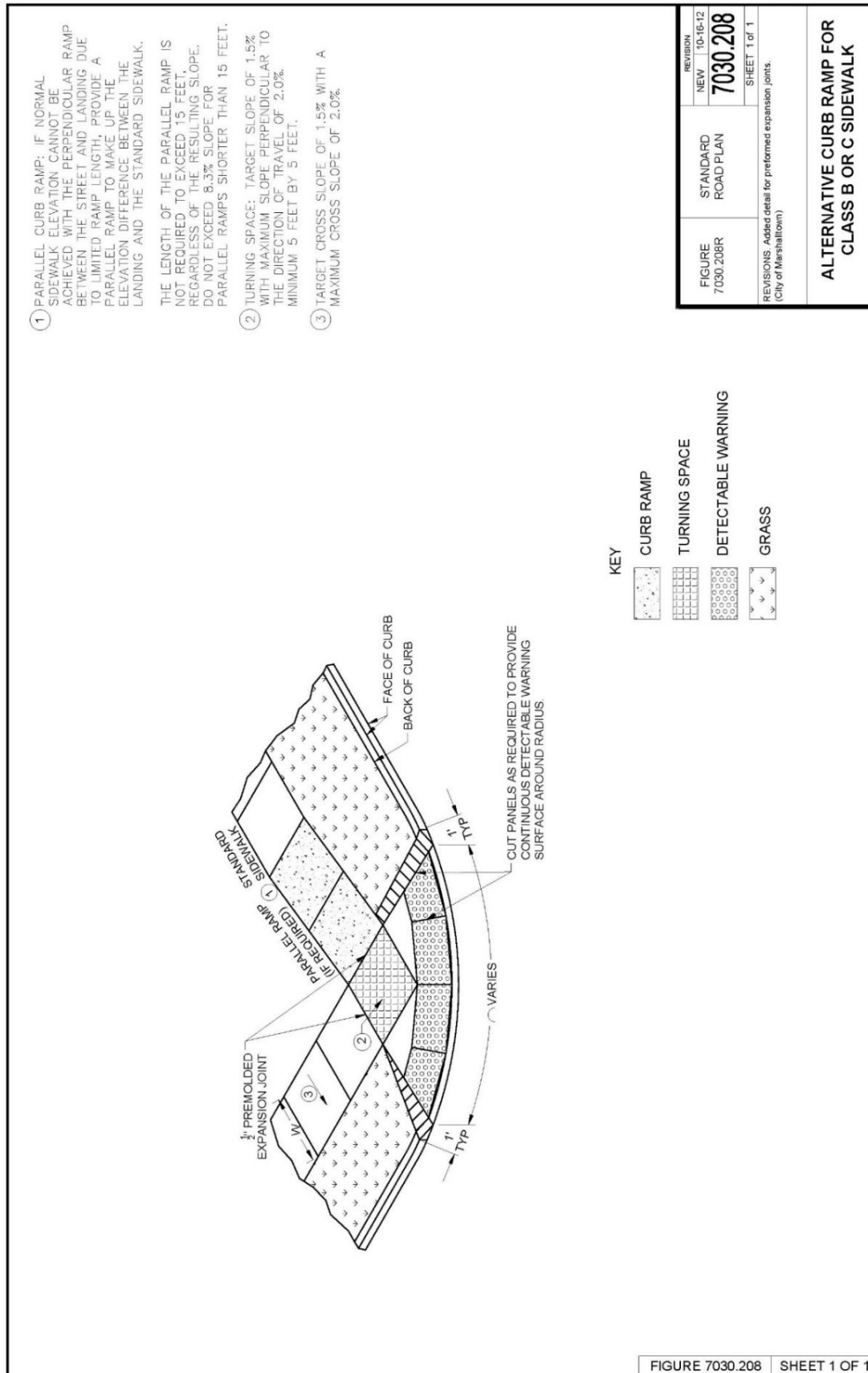


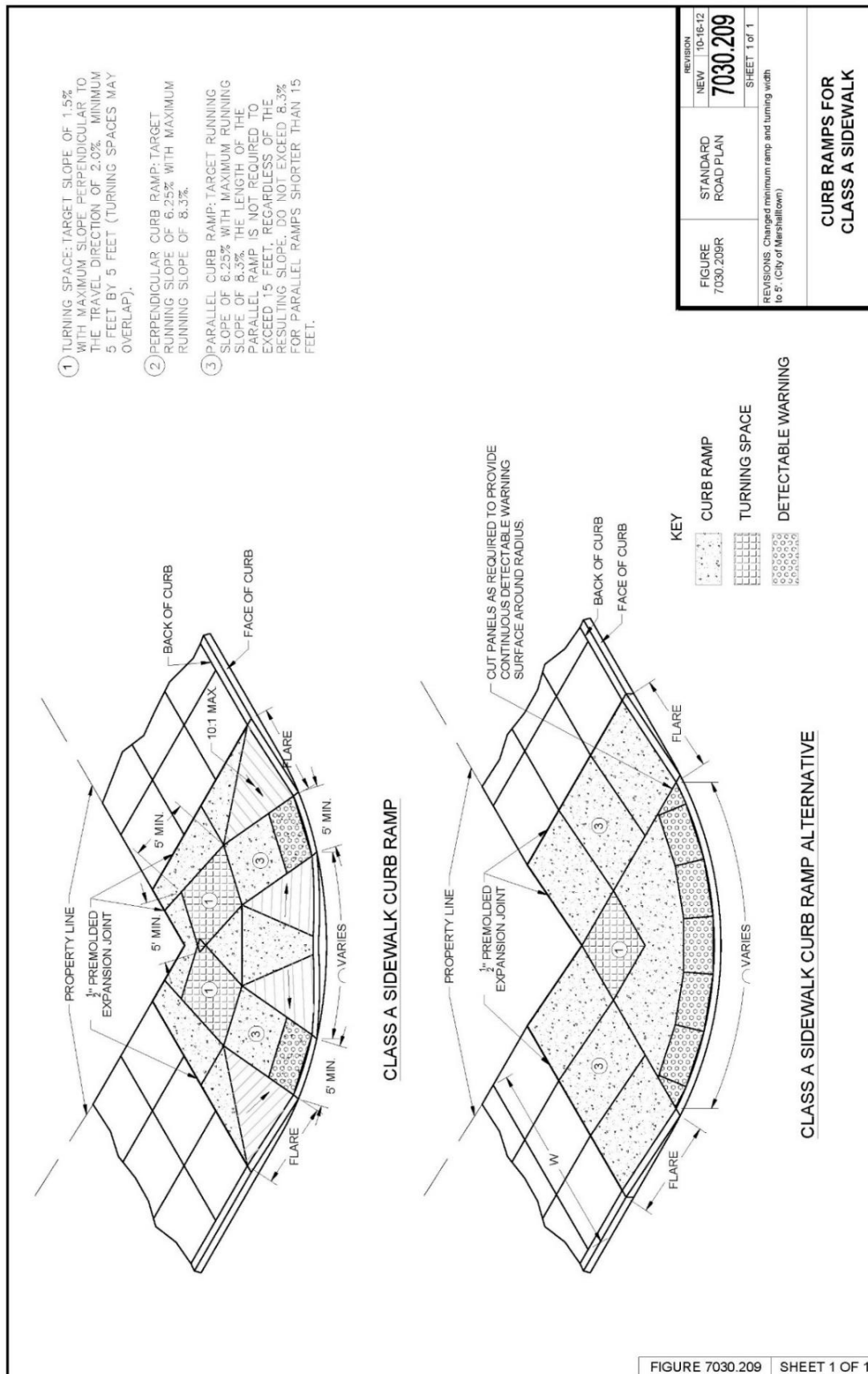
FIGURE 7030.201 SHEET 1 OF 1











SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) Measurement for geogrid shall be per 2010.1.08.H.
2. **Payment:** Payment will be made at the unit price per ton of subbase material. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) 2 (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~ Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD), Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

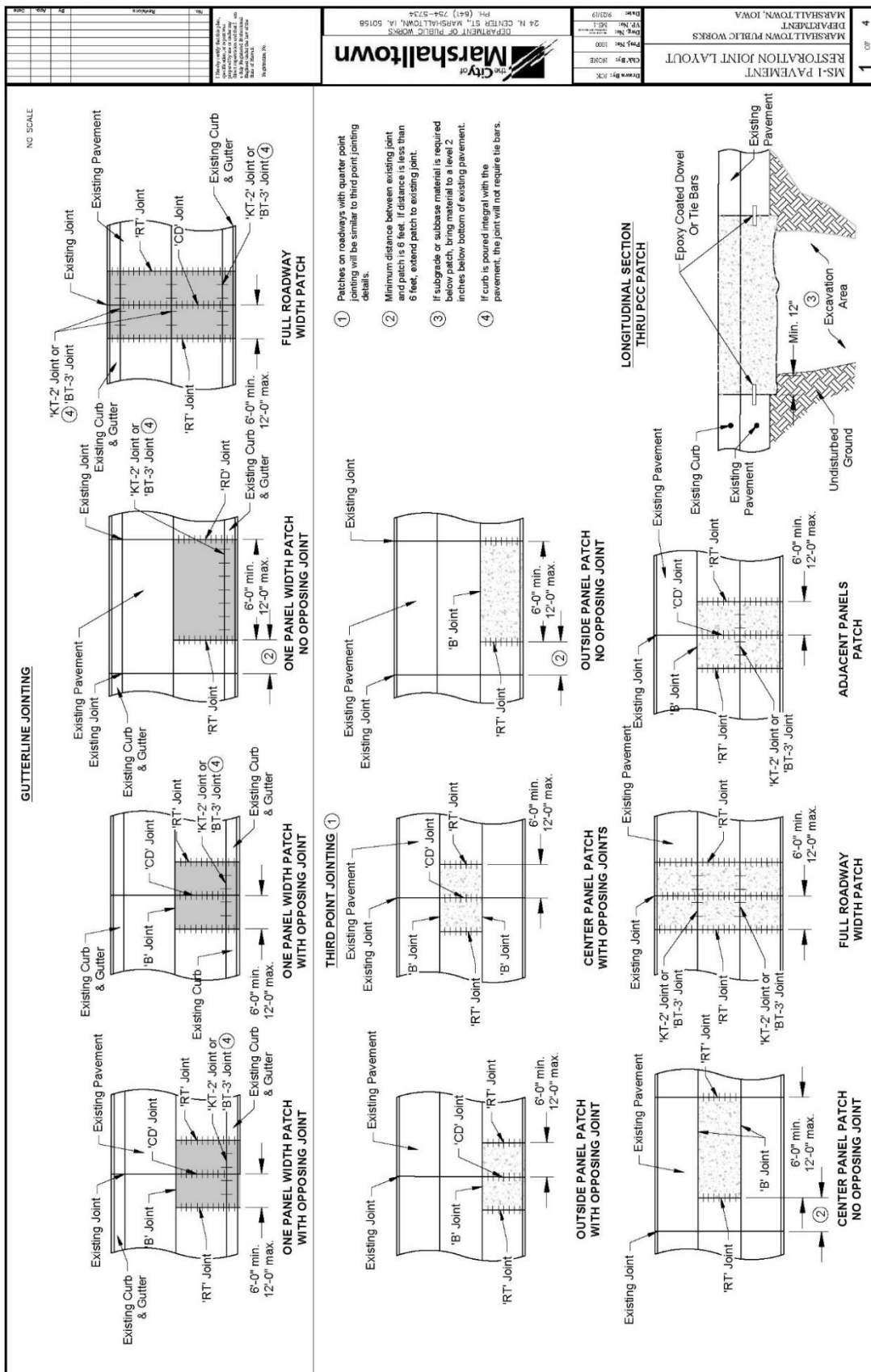
B. MS-3 Manhole Boxout Details

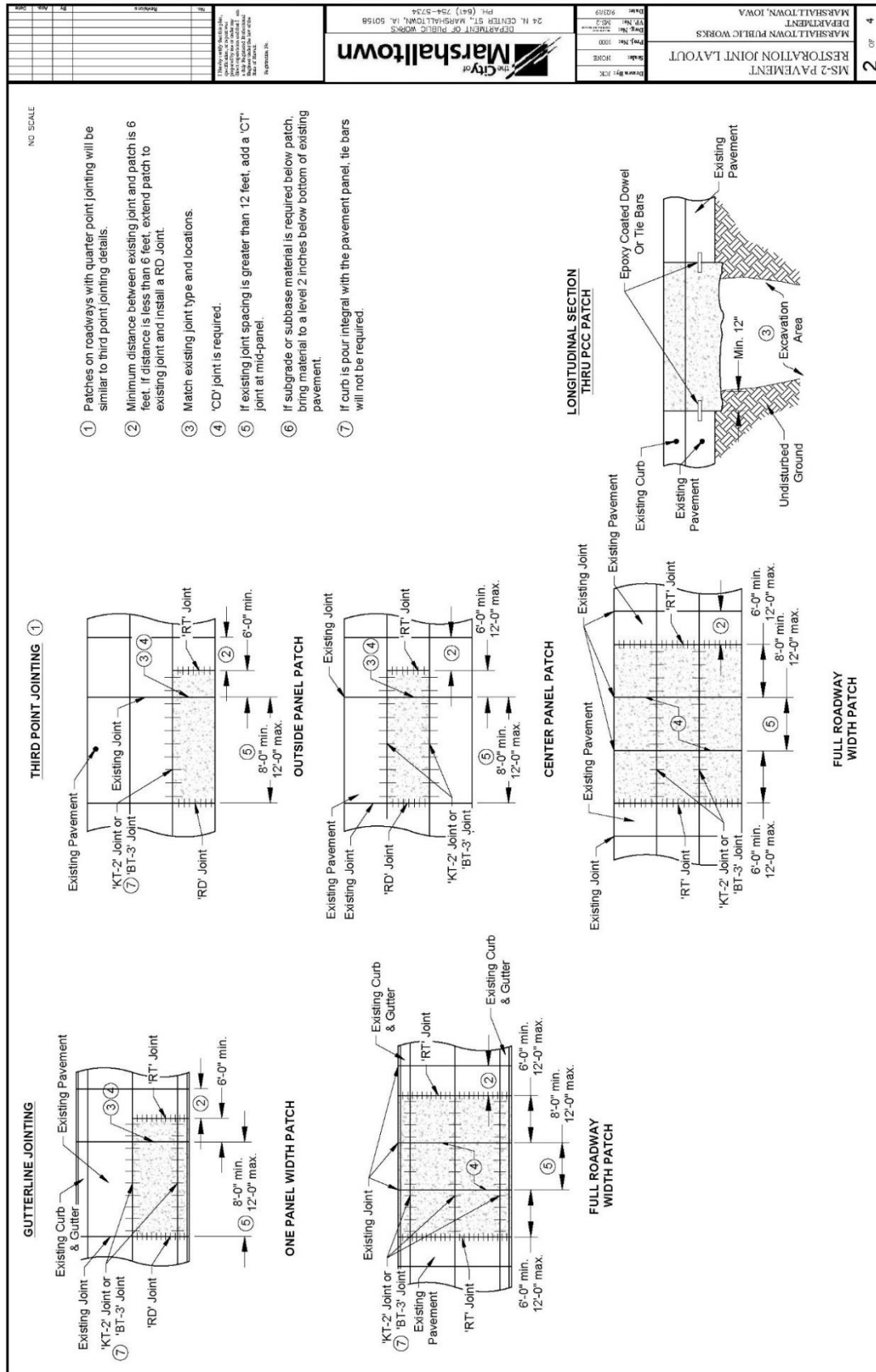
C. MS-4 Pavement Restoration Details

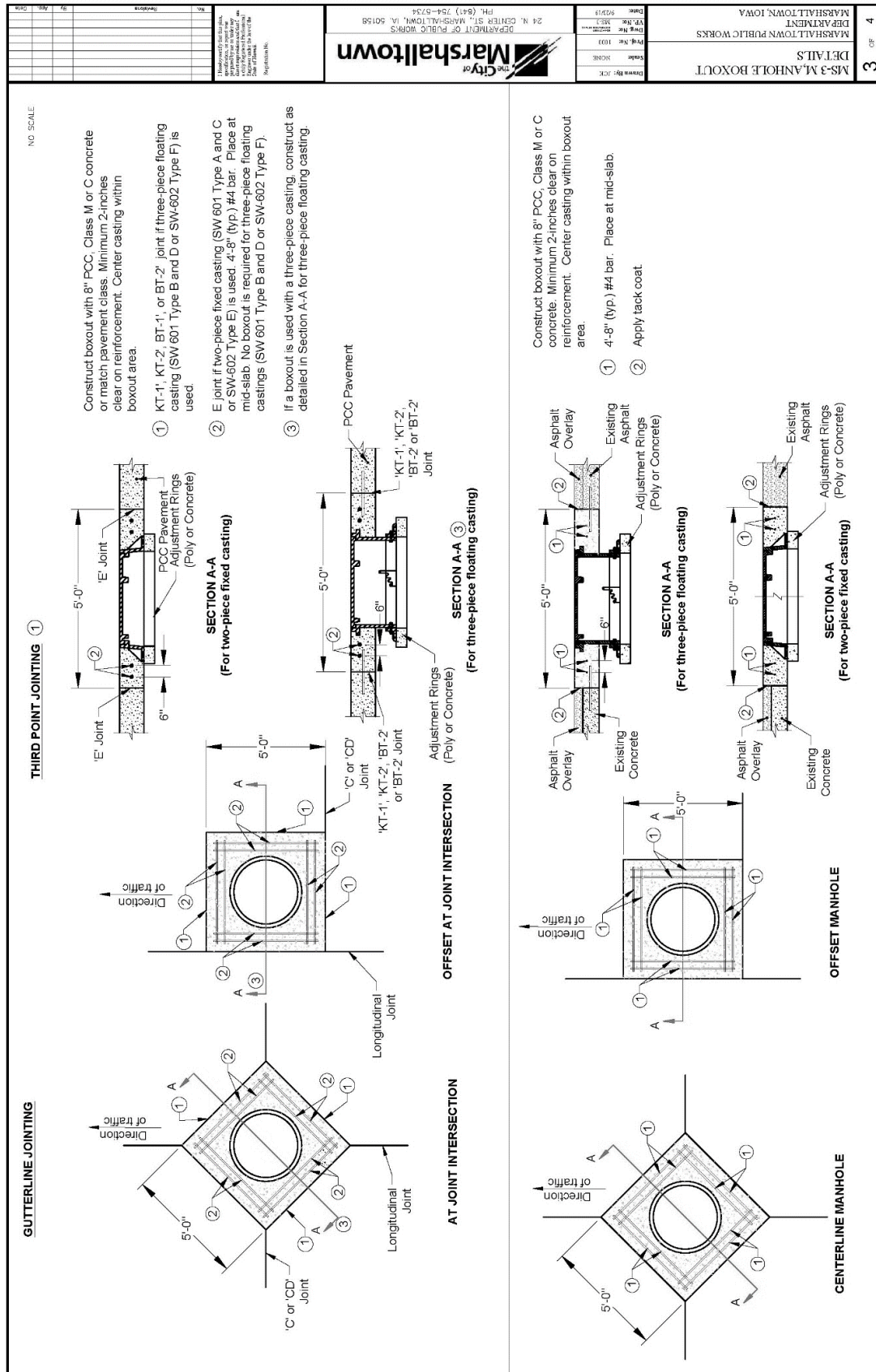
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

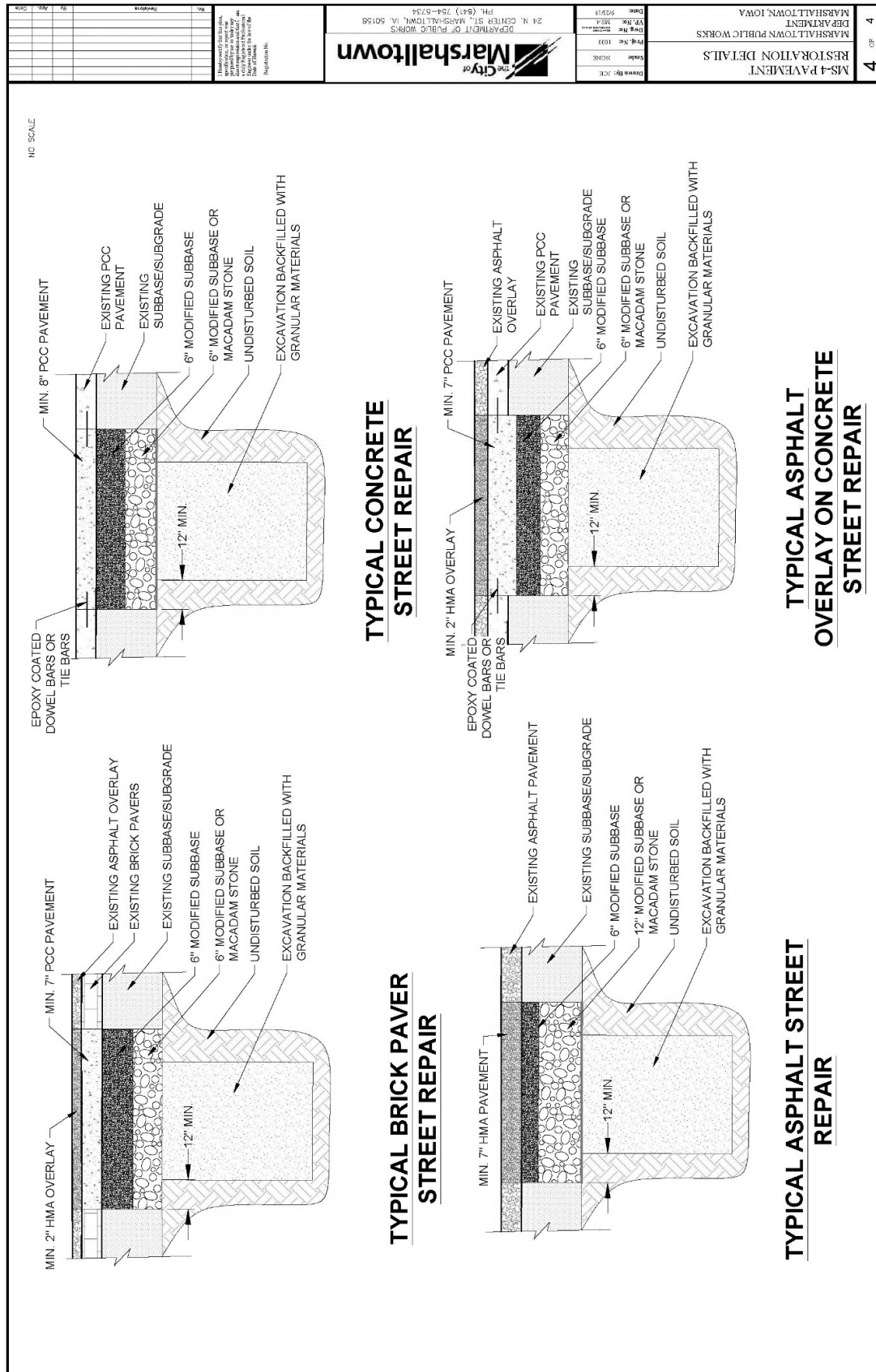
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

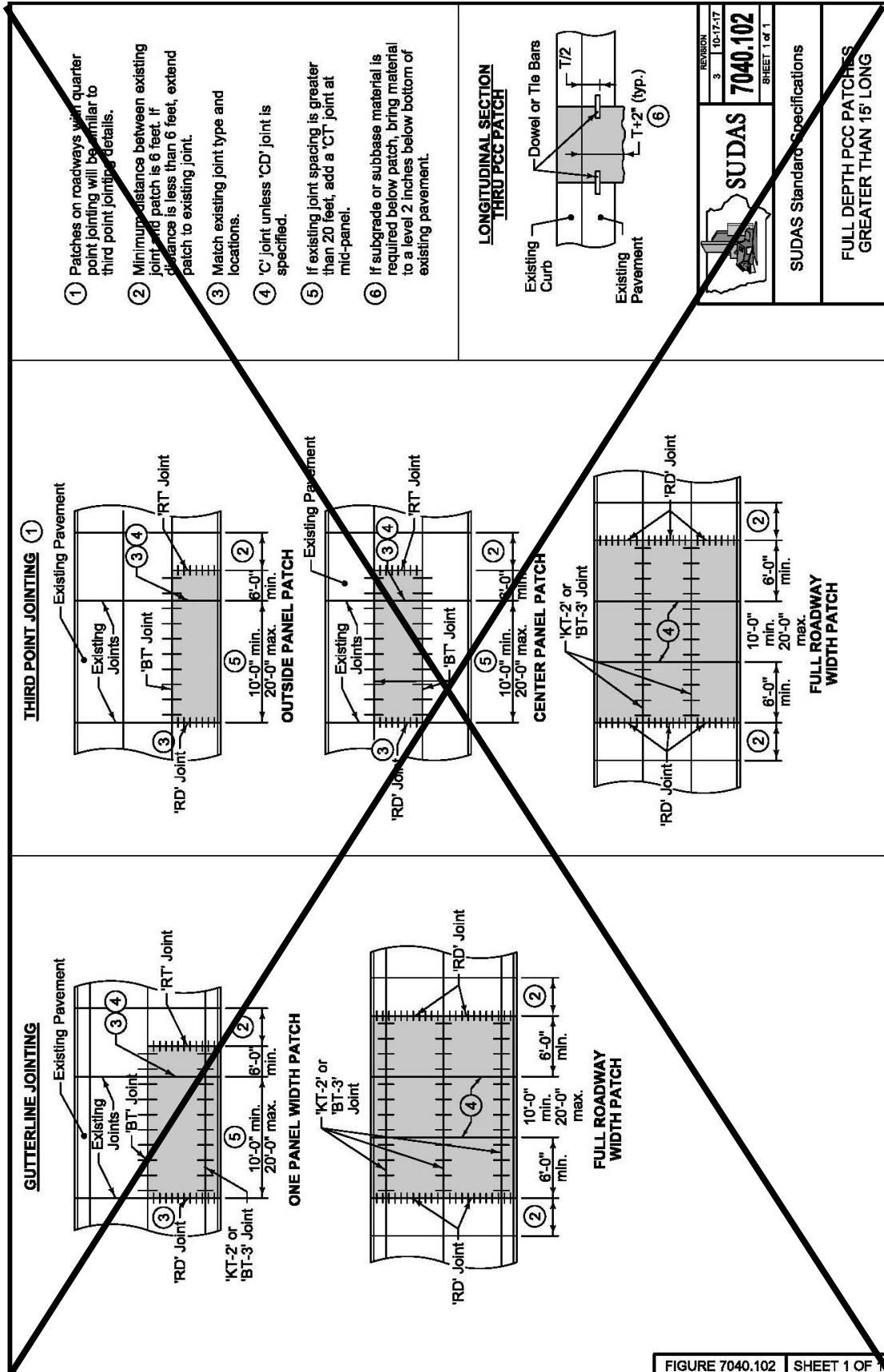
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long











SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. (ADD) Bituminous Material Fog Seal: Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 3 - EXECUTION

3.01 EQUIPMENT

C. Brooms: A power-driven (DELETE) ~~rotary or~~ pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD), in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 - GENERAL

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

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 - GENERAL

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

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 - GENERAL

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

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 - GENERAL

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

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SUPPLEMENTAL DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

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

1.07 SPECIAL REQUIREMENTS

B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

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

1.06 SCHEDULING AND CONFLICTS

B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. Painted Pavement Markings:

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

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

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SUPPLEMENTAL DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

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

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.

- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

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

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

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

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

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

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24” of elevation. Geogrid shall conform to the manufacturer’s requirements and be installed according to the manufacturer’s requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

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

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

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

SUPPLEMENTAL DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

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

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SUPPLEMENTAL DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

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

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

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

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

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

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

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

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

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

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Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

June 21, 2021

To: Mayor Joel Greer
Members of the City Council

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

Re: Order Construction – 2021 Derecho Stream Channel Clearing, Project No. SMW21001.

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2021 Derecho Stream Channel Clearing.

Background: Construction includes the removal of Derecho damaged tree debris from Melcher Creek, Anson Creek, Braddy Creek and Iowa River Levy. The City has obtained an EWP Grant from NRCS in the amount of \$137,992.80.

Budget Impact: This project will be funded with storm water funds and an EWP Grant.

Attachment: None

cc: Jessica Kinser, City Administrator

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



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

2021 DERECHO STREAM CHANNEL CLEARING PROJECT NO. SMW21001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2021 DERECHO STREAM CHANNEL CLEARING IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of July 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. SMW21001, the 2021 DERECHO STREAM CHANNEL CLEARING is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 20th day of July 2021 for the construction of the 2021 DERECHO STREAM CHANNEL CLEARING as described in the plans and specifications for Project No. SMW21001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of July 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 2021 DERECHO STREAM CHANNEL CLEARING in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW21001 the 2021 DERECHO STREAM CHANNEL CLEARING.

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

ESTIMATED PROJECT QUANTITIES			
Item No.	Bid Items	Bid Quantity	Unit
1	Removal of debris buildup from culverts	313	CY
2	Removal of trees, branches and root balls from stream	795	CY
3	Grinding Trees and Branches	795	CY
4	Hauling and Disposal of Wood Chips	596	CY
5	Temporary Traffic Control	1	LS
6	Seeding, Fertilizing and Mulch	16.2	Acre
7	SWPPP Preparation	1	LS
8	SWPPP Management	1	LS
9	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW21001 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

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

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28th day of June 2021.

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

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE S. 1ST
STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT #PLT19001,
A DECREASE OF \$1,060.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the labor and material for the S. 1st Street Parking Lot Stormwater Improvements Project #PLT19001; and

WHEREAS, a decrease is requested 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 #3 for the S. 1st Street Parking Lot Stormwater Improvements Project, in the decreased amount of \$1,060.00 is hereby accepted and approved.

Passed this 28th day of June 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CHANGE ORDER NO. 3

Owner:	City of Marshalltown	Owner's Project No.:	PLT19001
Engineer:	FOX Engineering	Engineer's Project No.:	7061-18A
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	S 1 st Street Parking Lot Stormwater Improvements		
Contract Name:	S 1 st Street Parking Lot Stormwater Improvements		
Date Issued:	6/10/2021	Effective Date of Change Order:	6/10/21

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

Description: This change order is to incorporate the work specified in Work Change Directive No. 3 and Work Change Directive No. 4. Completion dates are adjusted as well as the subgrade treatment bid item quantity.

Work Change Directive No. 3 added an additional 48-inch storm manhole and moved the proposed location of ST-10. The roof drain designed to connect to P-09 was redesigned to connect to the proposed SW-401. This work was required to avoid existing utilities.

Work Change Directive No. 4 was to add a gate to the south side of the transformer enclosure and lighting & conduit modifications. The Lighting & conduit modifications included removing the light pole bases and associated work from the contract and adding additional conduit and box to the northwest corner of the Tremont building, and a 1-1/4-inch conduit to the northeast corner of the building. The light pole bases were no longer needed since the City has installed lighting in the project area. The two additional conduit locations are to provide service for future electrical needs in those areas.

The project has a Subgrade Treatment contingency item of 4,162 SY (\$20,810.00). This change order will adjust the quantity to 2,162 SY as it was determined during construction that subgrade treatment was not necessary.

This change order also modifies the substantial and final completion dates. The substantial completion date has been moved back eighteen calendar days. The extension of the substantial completion date is for the additional electrical work by both Alliant Energy and Construct, the stair installation, and additional sidewalk work at the intersection of W Church Street & S 1st Street. Seeding will be moved from a substantial completion requirement to part of final completion. Forty-two calendar days have been added to the final completion date to accommodate landscaping installation within the required specification planting dates.

The subdrain installed for the retaining was not installed low enough to connect to the north-south drive subdrain. A quantity of 190 LF of 4-inch subdrain is to be added to the project to be installed along the back of the curb. This will drain the entrance area and help mitigate water behind the curb along W Church Street.

The net **deduct** for this change order is **\$1,060.00**.

Attachments: *Work Change Directive No. 3 and Work Change Directive No. 4.*

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 961,594.50		Substantial Completion: 11/13/20	
		Ready for final payment: 12/18/20	
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 20,186.50		Substantial Completion: 7/15/21	
		Ready for final payment: 8/20/21	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 981,781.00		Substantial Completion: 7/15/21	
		Ready for final payment: 8/20/21	
Decrease this Change Order:		Increase this Change Order:	
\$ 1,060.00		Substantial Completion: 8/2/21	
		Ready for final payment: 10/1/21	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 980,721.00		Substantial Completion: 8/2/21	
		Ready for final payment: 10/1/21	

Recommended by Engineer (if required)

By: Jessica M. B. Fisher
 Title: Project Engineer
 Date: 6/21/21

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

[Signature]
Vice President
6/21/21

Approved by Funding Agency (if applicable)

Item		Contract Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
	CHANGE ORDER NO. 3				
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH	-31	LF	\$60.00	-\$1,860.00
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC	-40	LF	\$75.00	-\$3,000.00
4.06	SUBDRAIN, 4-INCH	190	LF	\$15.00	\$2,850.00
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	1	EA	\$5,000.00	\$5,000.00
11.04	MANHOLE CONCRETE/CUTTING	1	LS	\$2,000.00	\$2,000.00
9.11	DUMPSTER ENCLOSURE GATE	1	LS	\$2,750.00	\$2,750.00
1.03	SITE ELECTRICAL INSTALLATIONS AND LIGHTING	1	LS	\$1,200.00	\$1,200.00
2.06	SUBGRADE TREATMENT, CONTINGENCY	-2000	SY	\$5.00	-\$10,000.00
	Total				-\$1,060.00

WORK CHANGE DIRECTIVE NO. 3

Owner:	City of Marshalltown, Iowa	Owner's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	7061-18A
Contractor:	Con-Struct	Contractor's Project No.:	
Project:	S. 1 st Street Parking Lot Stormwater Improvements		
Contract Name:	S. 1 st Street Parking Lot Stormwater Improvements		
Date Issued:	4/30/21	Effective Date of Work Change Directive:	4/30/21

Contractor is directed to proceed promptly with the following change(s):

Description:

This work change directive is to add an additional 48-inch storm manhole and move the proposed location of ST-10. The roof drain designed to connect to P-09 has been redesigned to connect to the proposed SW-401. This work is required in order to avoid existing utilities. Work includes the addition of one SW-401. This change will result in a reduction of 31 LF of 15-inch RCP and reduction of 40 LF of Roof Drain.

Attachments:

Two half size (11x17) plan sheets: C3.2 and C4.5

Purpose for the Work Change Directive:

The purpose of this directive is to re-design the storm sewer in order to avoid existing utilities.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,140.00 increase

Contract Time: 0 Day increase

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Jessica M. B. Fisher

Title:

Project Engineer

Date:

5/6/21

Jay C. Koch

Civil Engineer II

5/6/2021

Item		Contract Information			WCD 3 Quantity		WCD 3
Bid Item No.	Description	Item Quantity	Units	Unit Price	Subtractions	Additions	PRICE
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH	211	LF	\$60.00	31.00		-1,860.00
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC	72	LF	\$75.00	40.00		-3,000.00
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	8	EA	\$5,000.00		1.00	5,000.00
11.04	MANHOLE CONCRETE/CUTTING		LS	\$2,000.00		1.00	2,000.00
	Totals						\$2,140.00

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
SALVATION ARMY INC. FOR ENFORCEMENT OF PARKING RESTRICTIONS IN A
PERPETUAL PARKING EASEMENT**

WHEREAS, the Salvation Army Inc. granted the City of Marshalltown a perpetual parking easement in March 2012 on Resolution 2012-043; and

WHEREAS, recent questions regarding parking enforcement in city-owned parking lots brought to light that the perpetual easement did not address parking enforcement; and

WHEREAS, both the Salvation Army Inc. and the City of Marshalltown desire to have a written understanding of enforcement actions which the City can take in the parking ;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor is hereby directed to execute the attached Memorandum of Understanding with the Salvation Army Inc., and the City Clerk is to record said document when executed.

Passed this 12th day of July, 2021, and signed this _____ day of July, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

7/25/12

#2012- 043

RESOLUTION APPROVING EASEMENT ACQUISITION AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN AND THE SALVATION ARMY

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed easement acquisition contract by and between the City of Marshalltown, Iowa, and The Salvation Army; and

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

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

Section 1: That the easement acquisition agreement by and between the City of Marshalltown, Iowa and The Salvation Army is hereby fully approved in all aspects and particulars, effective upon receipt back from the grantor, executed in substantially the same form as that attached thereto. Minor changes in the legal description or terms shall not invalidate this authorization and approval.

Section 2: The Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12 day of March, 2012, and signed this 13th day of March, 2012.

CITY OF MARSHALLTOWN, IOWA

Gene L. Beach

Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour

Shari L. Coughenour, CMC, City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER

Prepared by

and Return to: Curtis A. Ward, Attorney at Law, P.O. Box 908, Marshalltown, IA 50158 (641)-752-6413)

Name

Address

City

Phone

PUBLIC PARKING, UTILITY AND MAINTENANCE EASEMENT

THIS PUBLIC PARKING, UTILITY AND MAINTENANCE EASEMENT (this "Easement") is made as of this ____ day of _____, 2012, by THE SALVATION ARMY, Inc., an Illinois Corporation, ("Declarant") in favor of **THE CITY OF MARSHALLTOWN, IOWA** (the "City").

PRELIMINARY STATEMENTS

Declarant is the fee owner of certain real property legally described as follows:

The East 158.42 feet of the North 180 feet of Lot 1 of Lot 3 of Lot 1, and all of Lot 2 of Lot 1 except the North 73 feet and except the South 127.6 feet of said Lot 2 of Lot 1, all in the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa **EXCEPT** Parcel "B" In Lot 2 of 1 of the Subdivision of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa. Further described as Commencing at the Northwest Corner of Lot 2 of 1 of the Subdivision of the SE1/4 of the SW1/4 of Section 27, T84N, R18W of the 5th P.M., Marshall County, Iowa; thence S0°01'13" E, 33.00 feet along the West line of said Lot 2/1 to the South Right-of Way of Summit Street; thence S2°33'35" E, 40.04 feet to the South line of the North 73 feet of said Lot 2/1 and the Point of Beginning; thence N90°00'00"E, 90.07 feet to said West Right-of-Way of N. 13th Street; thence S2°48'29"E, 0.80 feet along said West ROW; thence S 87°01'57" W, 89.98 feet; thence N2°33'35"W, 5.47 feet to the Point of Beginning. Said parcel containing 282 square feet.

And

Parcel "A" in Lot 2 of Lot 1 of the Subdivision of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 27, Township 84 North, Range 18 West of the 5th P.M.,

Marshall County, Iowa. Further described as: Commencing at the Northwest corner of Lot 2 of Lot 1 of the Subdivision of the SE1/4 of the SW1/4 of Section 27, T84 N, R18W of the 5 P.M., Marshall County, Iowa; thence S0°01'13"E, 33.00 feet along the West line of said Lot 2/1 to the South Right-of-Way of Summit Street and the Point of Beginning; thence S2°33'35" E, 40.04 feet to the South line of the North 73 feet of said Lot 2/1; thence S90°00'00" W, 1.77 feet to said West line of Lot 2/1; thence N0°01'13"W 40.00 feet along said West line to the Point of Beginning, said parcel containing 35.4 square feet. (the "Declarant Property").

Declarant desires to encumber that portion of the Declarant Property as legally described and depicted in Exhibit A (the "Easement Area") for the purposes of allowing the construction and maintenance of a parking area and the installation, repair, maintenance or removal of public utilities and services beneath the parking area, together with the right of ingress and egress to and from the same, on, over, under and through Easement Area.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares as follows:

1. **Grant of Easement.** Declarant hereby grants, subject to any matters of record, in favor of the City, its successors, assigns, agents, licensees and invitees, a non-exclusive perpetual easement for installation, operation and maintenance and repair of public parking and public utilities and services on, above or below the Easement Area, together with the right of ingress and egress upon the Easement Area and appurtenant areas to operate and maintain the same. The City shall grant no other possessory right in or to the Easement Area without Declarant's prior written consent, which Declarant may withhold in its sole discretion.
2. **Binding Upon Property.** The restrictions, rights and obligations created pursuant to the terms of this Easement shall run with and be binding upon the Declarant Property in perpetuity, including future subdivisions and/or reconfigurations of such properties and shall be binding on all entities having or acquiring any right, title or interest in the Declarant Property.
3. **No Third Party Rights.** Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any unintended third party, nor shall any third party be deemed a beneficiary of any of the provisions contained in this Easement.
4. **Title.** Declarant represents that it owns the Declarant Property as described above, has the right to grant the restrictions and rights granted herein and will warrant and defend such grant against the lawful claims and demands of all persons claiming by, through and under the City.
5. **Authority.** The persons executing this Easement represent that they have lawful authority to execute it on behalf of Declarant.

6. **Use of Easement Area.** The City's use and enjoyment of this Easement is hereby conditioned upon the City complying with all obligations set forth herein.
 - a. The City agrees to use due care in any use of the easement herein granted and in the repair, replacement and maintenance of the City's improvements as provided for herein so as not to unreasonably disturb Declarant's use of the Declarant Property.
 - b. The City agrees to return the Easement Area to its condition which existed prior to the repair or any other access to any of its improvements in the Easement Area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such repair.
 - c. The City agrees to reserve for the use of Declarant, its employees and customers, five (5) parking spaces.
 - d. The City agrees to prohibit overnight parking on the premises.
 - e. The City will provide for water service and drainage from Declarant's premises beneath the parking lot and will be responsible for the repair of that utility service as needed.
 - f. The sidewalk running along the southerly edge of the building will be replaced.
7. **Restrictions on Maintenance.** In the event that maintenance is required on public utilities beneath the easement area, the City shall limit the amount of open trench & construction disturbance to no more than 100 feet in length. The City shall install and maintain barricades and signage directing customer and truck delivery access to the building. All mud and construction materials shall be removed daily from the site when construction is not occurring. Customer and truck delivery access to any store shall not be restricted unreasonably. Construction plans and scheduling are to be coordinated between the City and the manager of any such store. Except in case of emergency, a minimum of seventy-two (72) hours notice shall be given to the store manager prior to the start of construction.
8. **Emergency circumstances.** In the event of emergency, the notice and access requirements set forth above shall be limited to the extent reasonably necessary under the circumstances. The City will accommodate Declarant, its successors and assigns to the extent reasonably necessary to reduce the impact of closure upon commercial activities.
9. **Indemnity.** The City will forever waive and hold Declarant harmless for, and defend it against, any claims, losses, causes of action, and suits which arise from acts or omissions of the City, its agents, employees or invitees, including but not limited to the use of the easement herein granted and will indemnify Declarant for any losses suffered due to any such claims, losses, causes of action or suits.
10. **Compliance with Laws.** In exercising any rights and privileges under this easement, The City shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but

not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements"). The City shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either the City's improvements or the Easement Area as provided for herein. The City shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

IN WITNESS WHEREOF, the undersigned has caused the authorized execution hereof, the day and year first above written.

DECLARANT:

**The Salvation Army, Inc., an
Illinois Corporation**

By: _____
NAME:
TITLE:

Date: _____

By: _____
NAME:
TITLE:

Date: _____

STATE OF Illinois) ss:
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a notary public, personally appeared _____, to me known to be the _____ of The Salvation Army, Inc. an Illinois Corporation, named in and who executed the foregoing instrument by authority of Board of Directors, that said corporation has no seal, (or said seal is affixed hereto) and who acknowledged that they executed the same as the voluntary act and deed of it and themselves individually.

Notary Public in and for said State
My Commission Expires:

**CONSENTING PARTIES TO TERMS AND CONDITIONS OF THE FOREGOING
EASEMENT**

CITY:

**THE CITY OF MARSHALLTOWN, IOWA, a
Municipality**

By: _____

Printed Name: Gene L. Beach

Its: Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date: _____

EXHIBIT A TO EASEMENT AGREEMENT

DESCRIPTION OF THE EASEMENT AREA

The South 110 feet of the North 231 feet of Lot 2 of Lot 1, and the East 20 feet of the South 60 feet of the North 180 feet of Lot 1 of Lot 3 of Lot 1, all in the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the Fifth P.M., City of Marshalltown, Marshall County, Iowa.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Marshalltown, Iowa (the City), and the Salvation Army, Inc., an Illinois corporation, (Salvation Army) for the purpose of creating an understanding for the enforcement of parking restrictions on the parking lot located South of the Salvation Army building on South 13th Street in Marshalltown, Iowa.

WHEREAS, the Salvation Army did previously grant to the City a perpetual easement for the operation and maintenance of public parking on the following described real estate owned by the Salvation Army, Inc:

The South 110 feet of the North 231 feet of Lot 2 of Lot 1, and the East 20 feet of the South 60 feet of the North 180 feet of Lot 1 of Lot 3 of Lot 1, all in the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the Fifth P.M., City of Marshalltown, Marshall County, Iowa.

and,

WHEREAS, this agreement is silent as regards parking enforcement, and

WHEREAS, the City and the Salvation Army desire to have a clear understanding as to parking restrictions to be enforced on the parking area.

IT IS THEREFORE AGREED AND UNDERSTOOD as follows:

1. The Salvation Army shall have 5 reserved parking spaces adjacent to its building, which shall be reserved for the use of the Salvation Army, its employees and customers.
2. The Salvation Army shall provide signage to note the reservation of said parking places, and shall be responsible to enforce the reservations.
3. The City shall provide enforcement of its parking restrictions throughout the parking area, except as noted in paragraph 2 above, and shall specifically provide that no parking overnight is to be provided on the area conveyed for easement by the Salvation Army.
4. The City shall not be responsible for enforcing or removing vehicles parked in the reserved parking area of the Salvation Army.
5. The City shall provide all maintenance, snow removal, and line painting throughout the entire parking area.

6. The City shall enforce parking restrictions over the remaining area of the parking lot in accordance with the general requirements for City parking lots.

ALL OF WHICH IS AGREED by the City and the Salvation Army this ____ day of _____, 2021.

Salvation Army, Inc.

City of Marshalltown, Iowa

The Salvation Army, an Illinois corporation

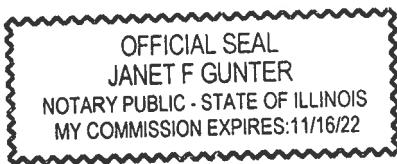
by Bramwell E. Higgins, Secretary

by _____

STATE OF ^{Illinois} ~~IOWA~~, COUNTY OF ^{Cook} ~~MARSHALL~~

This record was acknowledged before me on June 22, 2021 by

Bramwell E. Higgins.



Janet F. Gunter
Signature of Notary Public

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me on _____, 2021 by

_____.

Signature of Notary Public

Google Maps 228 N 13th St



Image capture: Aug 2019 © 2021 Google

Marshalltown, Iowa

Google

Street View

is Home

Memorial Dr

Sold





Image capture: Aug 2019 © 2021 Google

Marshalltown, Iowa

 Google

Street View

is Home 

Memorial Dr

 Gold

RESOLUTION APPROVING CITY FEES

WHEREAS, the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS, the City Clerk has prepared an Exhibit of the current fees which is attached to this Resolution; and

WHEREAS, these fees are authorized by law and have been previously established by the City of Marshalltown; and

WHEREAS, it is appropriate to review and confirm the fees.

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

Section 1. The fees are established as shown on the attached fee Exhibit are approved.

Section 2. Any proposed changes in fees as shown by the Exhibit are further approved, effective July 1, 2021.

Passed this 28th day of June, 2021, and signed this _____ day of June, 2021.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
Admin	Collection Fee	Accounts Receivable - Admin Fee - Collection		Resolution	15.00	annual	6/28/2021
Admin	Collection Fee	Assessments fee general		Resolution	45.00	per property tax assessment filing for unpaid property related charges	6/28/2021
ADMIN	Collection Fee	Income/offset filing with the state (annual fee)		Resolution	15.00	per customer account processed for offset	6/28/2021
ADMIN	Collection Fee	Parking tickets overdue (annual fee) per ticket		Resolution	5.00	current: per customer account; Suggested: per ticket	6/28/2021
Admin	FOIA	Nonroutine requests		Resolution		see policy	6/28/2021
Admin	FOIA	Routine requests		Resolution		see policy	6/28/2021
Admin	Lease	Parking Lease		Resolution	25.00	\$25 per spot per month	6/28/2021
Admin	Other	Alcohol >50% gross Sales	112.003	No Charge		food sales exceeding 60% gross sales allows minor in estab without parents	6/28/2021
Admin	Other	Animal Rescue League - Kennel and Disposition Chgs	90.052	Ordinance		- ARL administers	6/28/2021
Admin	Parking	Parking Ticket - multiple offenses and charges	72.001, 72-002, 72.003 - 72.999	Ordinance	varies		6/28/2021
Admin	Parking	Skof Tow Fee	72.072	Ordinance	50.00		6/28/2021
Admin	Permit	Amusement Parks	113.001	Resolution	50.00	Annual	6/28/2021
Admin	Permit	Bankrupt Stores	110.002	Resolution	25.00	Per instance	6/28/2021
Admin	Permit	Bowling Alley	113.001	Resolution	217.00	Annual	6/28/2021
Admin	Permit	Cable Franchise Application Fee	114.002	Ordinance	100.00		6/28/2021
Admin	Permit	Cable Franchise Fee	114.002	Resolution		- 5% of revenue paid quarterly	6/28/2021
Admin	Permit	Carnivals	113.006	Resolution	5.00	ranges, \$100 first day, 25-50/week	6/28/2021
Admin	Permit	Cigarette	State N/A	State	100.00		6/28/2021
Admin	Permit	Circuses Or menageries	113.002	Resolution	100.00	per day, up to 200 per first day and 100 addl day	6/28/2021

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
Admin	Permit	Class A Liquor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class B Beer	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class B Liquor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class B Native Wine	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class B Wine Permit	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class B Wine Special	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class C Beer Alcohol	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class C Liquor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class C Liquor Special	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class E Liquor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class Liquor - Catering	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class Liquor - Sunday Sales	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class Liquor Outdoor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Class Refund Liquor	State N/A	State		- Refund	6/28/2021
Admin	Permit	Garbage & Refuse Collectors	50.021 - 50.024	Resolution	100.00	Annual, expires 3/31	6/28/2021
Admin	Permit	Going out of Business	119.006	Resolution	60.00	Range depend inv value,\$60,500, renewal @50%	6/28/2021
Admin	Permit	Junk Dealers	117.002	Resolution	25.00	Annual	6/28/2021
Admin	Permit	Junk Yard	117.002	Resolution	26.00	Annual	6/28/2021
Admin	Permit	License fees in general	110.002			- varies -	6/28/2021
Admin	Permit	Motor Vehicle Junk Yard	117.020	Resolution	25.00	Annual	6/28/2021

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
Admin	Permit	Pawn Broker	110.002	Resolution	100.00	Annual	6/28/2021
Admin	Permit	Peddlers - (moving) per person	118.011	Resolution	25.00	Range\$6 day. \$25 week, \$60 month, \$200/year	6/28/2021
Admin	Permit	Public Use Permit	130.003	Resolution	100.00	deposit is returned after barricades returned	6/28/2021
Admin	Permit	Public Use Permit with Alcohol - special event exception	112.003	Resolution	100.00	alcohol fee in addition to insurance certificate	6/28/2021
Admin	Permit	Recyclable collector / haulers license	50.021 - 50.024	Resolution	25.00	Annual, expires 3/31	6/28/2021
Admin	Permit	Scrap Metal Processor	117.002	Resolution	51.00	Annual	6/28/2021
Admin	Permit	Shows under Canvas	113.002	Resolution	40.00	Per instance - depends on capacity	6/28/2021
Admin	Permit	Sideshow - Daily License	113.002	Resolution	8.00	Per instance	6/28/2021
Admin	Permit	Skating Rink	113.001	Resolution	51.00	Annual	6/28/2021
Admin	Permit	Theater	113.005	Resolution	40.00	Annual	6/28/2021
Admin	Permit	Theatrical Exhibitions	113.004	Resolution	25.00	Per instance	6/28/2021
Admin	Permit	Transfer - Class Liquor	State N/A	State		Annual - see state's schedule	6/28/2021
Admin	Permit	Transient Merchant	118.011	Resolution	25.00	Range\$6 day. \$25 week, \$60 month, \$200/year	6/28/2021
Admin	Permit	Tree Trimmer	120.001	Resolution	25.00	Annual	6/28/2021
Admin	Permit	Vicious Animal	90.050	Resolution	15.00	Annual	6/28/2021
Admin	Permit	Wrecking Yard	117.002		55.00	Annual	6/28/2021
Admin	Permit	Wrestling, boxing	110.002	Resolution	8.00	per show or match	6/28/2021
Admin	Permit	Yard Waste Collector License	50.021 - 50.024	Resolution	15.00	Annual, expires 3/31	6/28/2021
Admin	Rent	Lease with School District	Rent	Resolution	1.00	\$1.00 per year for ten years - Anson Parking Lot	6/28/2021
Admin	Rent	Marshall County 911 Commission	Rent	Resolution	1.00	TBD (\$228 per month estab 3/10/2003 Res 2003-046) - See New 28E Agreement	6/28/2021

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Admin	Rent	Marshall County Arts & Culture Alliance - ECHO	Rent	Resolution	1.00	1 per year - through 2038	6/28/2021
Admin	Rent	Rent - Iowa River OHV Club	Rent	Resolution	1.00	1.00 per year for fifteen year lease - exp 4-25-2025	6/28/2021
Admin	Rent	Rent - Marshalltown Little League	Rent	Resolution	1.00	1.00 per year for 10 years	6/28/2021
Admin	Rent	Rent - Marshalltown Softball Association	Rent	Resolution	1.00	1.00 per year for 3 years, exp 12/31/2020 softball complex	6/28/2021
Admin	Rent	Rent - Parking Spaces in City Lots - policy establishing lease	Rent	Resolution	25.00	\$25 per month per space for no longer than 3 year terms	6/28/2021
Admin	Rent	Rent - Radio Flyers	Rent	Resolution	100.00	in advance for ten years - \$10 per year	6/28/2021
Admin	Rent	Rent Airport Lights	Rent	Resolution	420.00	Airport 6-1-2024	6/28/2021
Admin	Rent	Rent American Legion	Rent	Resolution	2.50	\$2.50 per year, payable in advance. Lease expires 12-15-2033	6/28/2021
Admin	Rent	Rent Aviation	Rent	Resolution	2,164.36	Airport 6-1-2024	6/28/2021
Admin	Rent	Rent Aviation Svc fee	Rent	Resolution	50.00	Airport 6-1-2024	6/28/2021
Admin	Rent	Rent Central Iowa River Gun	Rent	Resolution	1.00	1.00 per year for 10 years	6/28/2021
Admin	Rent	Rent Community Theatre	Rent	Resolution	10.00	10 per year, 20 years, exp 1-1-2023	6/28/2021
Admin	Rent	Rent Great Western Bank - 113 E State St Parking lot 1/2	Rent	Resolution	600.00	per year	6/28/2021
Admin	Rent	Rent Marshall Gun Club	Rent	Resolution	75.00	\$75 per acre, term of 3 years	6/28/2021
Admin	Rent	Rent- Marshalltown Football League	Rent	Resolution	1.00	1.00 per year for 3 years, payable in advance	6/28/2021
Admin	Rent	Rent Steve Ames - 113 E State St Parking lot 1/2	Rent	Resolution	600.00	per year	6/28/2021
Airport		Airport Fees - schedule by Res	111.004	Resolution		set by Management Contract	6/28/2021
Airport		Airport Services	111-004	Resolution		set by Management Contract	6/28/2021
BUILDING		Backflow Prevention	153.002	Ordinance	10.00		6/28/2021
BUILDING		Plan Review Fees	151.002		-		6/28/2021

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Fire	Accident	Response Fee Non-Resident		Resolution	312.25	Hazmat fee sch - min 1 hr + materials	6/28/2021
Fire	Accident	Response Fee Resident		Resolution	284.76	hour: billed per HAZMAT schedule, plus materials, includes replacement or	6/28/2021
Fire	Accident	Pillow - oil dry	OTHER FEES		10.00		6/28/2021
Fire	Accident	Spill pad	OTHER FEES		3.50		6/28/2021
Fire	Accident	Vehicle Leaking Fluid - minimum charge plus materials		Resolution	50 + material	If over 1 hr, bill hazmat rate in 15 min increments	6/28/2021
Fire	HazMat	HazMat Response billing protocol re: Iowa Code 455B.392	54.007	County Ordinance	500.00	Hazardous Materials Ordinance 8/4/1988- fee is \$500 for first two hours and	6/28/2021
Fire	HazMat	HazMat-Heavy Response Apparatus with 4 Personnel		Iowa Fire Service	312.25	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	6/28/2021
Fire	HazMat	HazMat-Light Response Apparatus with 2 Personnel		Iowa Fire Service	249.79	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	6/28/2021
Fire	HazMat	HazMat-Extra Response Personnel		Iowa Fire Service	25.01	per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	6/28/2021
Fire	HazMat	HazMat-Expended Materials (replacement cost including shipping)		Iowa Fire Service	cost+	actual cost, labor and shipping	6/28/2021
Fire	HazMat	HazMat-Equipment Repair or Cleaning (cost plus labor including shipping)		Iowa Fire Service	cost+	actual cost, labor and shipping	6/28/2021
Fire	HazMat	HazMat-Damaged Equipment/Property (replacement/repair cost including shipping)		Iowa Fire Service	cost+	actual cost, labor and shipping	6/28/2021
Fire	HazMat	HazMat-Other (Contracted services, contracted equip, evacuation of people, etc.)		Iowa Fire Service	Cost	Billed as used	6/28/2021
Fire	IllegalBurn	Illegal Burn - 1st Offense	91.021	Resolution	110.00		6/28/2021
Fire	IllegalBurn	Illegal Burn - 2nd Offense	91.021	Resolution	210.00		6/28/2021
Fire	IllegalBurn	Illegal Burn - 3rd Offense	91.021	Resolution	310.00		6/28/2021
Fire	Inspection	Inspection, -Initial	IFC 105.2.2	Resolution		- included in permit fee	6/28/2021
Fire	Inspection	Inspection, -1st Reinspection	IFC 105.2.2	Resolution		- included in permit fee	6/28/2021
Fire	Inspection	Inspection, -2nd Reinspection	IFC 105.2.2	Resolution	80.00		6/28/2021
Fire	Inspection	Inspection, -3rd Reinspection	IFC 105.2.2	Resolution	105.00		6/28/2021

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Fire	Inspection	Inspection, - 4th+ Reinspection	IFC 105.2.2	Resolution	155.00		6/28/2021
Fire	Inspection	Inspection-Liquor Only0 - Initial Inspection	IFC 105.2.2	Resolution	-		6/28/2021
Fire	Inspection	Inspection-Liquor Only1 - 1st reinspection	IFC 105.2.2	Resolution	30.00		6/28/2021
Fire	Inspection	Inspection-Liquor Only2 - 2nd reinspection	IFC 105.2.2	Resolution	80.00		6/28/2021
Fire	Inspection	Inspection-Liquor Only3 - 3rd reinspection	IFC 105.2.2	Resolution	105.00		6/28/2021
Fire	Inspection	Inspection-Liquor Only4 - 4th+ reinspection	IFC 105.2.2	Resolution	155.00		6/28/2021
Fire	Permit	Aerosol Product Permit	IFC 105.6.1	Ordinance	60.00		6/28/2021
Fire	Permit	Aircraft Refueling Vehicle Permit	IFC 105.6.36	Ordinance	60.00		6/28/2021
Fire	Permit	Aircraft repair hangar permit	IFC 105.6.36	Ordinance	60.00		6/28/2021
Fire	Permit	Asbestos removal permit		Ordinance	60.00		6/28/2021
Fire	Permit	Amusement Buildings	IFC 105.6.2	Ordinance			6/28/2021
Fire	Permit	Assembly permit1 50-100 occupants	IFC 105.6.36	Ordinance	40.00		6/28/2021
Fire	Permit	Assembly permit2 101-300 occupants	IFC 105.6.36	Ordinance	60.00		6/28/2021
Fire	Permit	Assembly permit3 301-500 occupants	IFC 105.6.36	Ordinance	80.00		6/28/2021
Fire	Permit	Assembly permit4 501+ occupants	IFC 105.6.36	Ordinance	100.00		6/28/2021
Fire	Permit	Automobile wrecking yard permit		Ordinance	60.00		6/28/2021
Fire	Permit	Carnivals and fair permit	IFC 105.6.2	Ordinance	60.00		6/28/2021
Fire	Permit	Carbon Dioxide Systems	IFC 105.6.4	Ordinance	60.00		6/28/2021
Fire	Permit	cellulose nitrate film permit		Ordinance	60.00		6/28/2021
Fire	Permit	cellulose nitrate storage permit		Ordinance	60.00		6/28/2021

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Fire	Permit	combustible dust producing ops	IFC 105.6.7	ordinance	60.00		
Fire	Permit	combustible fiber storage permit		Ordinance	60.00		6/28/2021
Fire	Permit	combustible material storage		Ordinance	60.00		6/28/2021
Fire	Permit	Commercial Burn Permit	91.021	Resolution	205.00		6/28/2021
Fire	Permit	compressed gases permit		Ordinance	60.00		6/28/2021
Fire	Permit	Confined Space	OTHER FEES	Resolution	2,500.00	annual beginning 7/1/2011, three years	6/28/2021
Fire	Permit	Confined Space Permit- Lennox	OTHER FEES	Resolution	2,500.00	Annual	6/28/2021
Fire	Permit	Covered/Open Mall buildings	IFC 105.6.10	Ordinance	60.00		6/28/2021
Fire	Permit	cryogenics permit		Ordinance	60.00		6/28/2021
Fire	Permit	cutting / welding permit		Ordinance	60.00		6/28/2021
Fire	Permit	dry cleaning plant permit		Ordinance	60.00		6/28/2021
Fire	Permit	dust producing operation permit		Ordinance	60.00		6/28/2021
Fire	Permit	Exhibits/Trade Shows	IFC 105.6.14	Ordinance	60.00		
Fire	Permit	explosive or blasting agent permit		Ordinance	85.00		6/28/2021
Fire	Permit	Fire Excessive Alarm (6-9)	32.003	Ordinance	55.00	First 5 free, fee per alarm	6/28/2021
Fire	Permit	Fire Excessive Alarm (10-14)	32.003	Ordinance	80.00	First 5 free, fee per alarm	6/28/2021
Fire	Permit	Fire Excessive Alarm (15+)	32.003	Ordinance	105.00	First 5 free, fee per alarm	6/28/2021
Fire	Permit	fire hydrant permit		Ordinance	60.00		6/28/2021
Fire	Permit	Fire works permit		Ordinance	90.00		6/28/2021
Fire	Permit	Flammable Liq1 <1000 gal		Ordinance	60.00		6/28/2021

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Fire	Permit	Flammable Liq2 1001- 10,000 gal		Ordinance	80.00		6/28/2021
Fire	Permit	Flammable Liq3 >10,001 gal		Ordinance	105.00		6/28/2021
Fire	Permit	Floor Finishing >350 sq ft using class 1/2 liquids	IFC 105.6.18	Ordinance	60.00		6/28/2021
Fire	Permit	Fruit ripening permit		Ordinance	60.00		6/28/2021
Fire	Permit	Fumigation/Insecticide permit		Ordinance	60.00		6/28/2021
Fire	Permit	Hazardous production materials permit		Ordinance	60.00		6/28/2021
Fire	Permit	High piled storage permit		Ordinance	60.00		6/28/2021
Fire	Permit	Hot Work Operations	IFC 105.6.24	Ordinance	60.00		6/28/2021
Fire	Permit	Industrial Ovens	IFC 105.6.25	Ordinance	60.00		6/28/2021
Fire	Permit	Liquid or gas fueled equipment in assemblies			60.00		6/28/2021
Fire	Permit	Liquid Propane Tank Permit1 <5k gallons		Ordinance	60.00		6/28/2021
Fire	Permit	Liquid Propane Tank Permit2 5k-10k gallons		Ordinance	80.00		6/28/2021
Fire	Permit	Liquid Propane Tank Permit3 10k+ gallons		Ordinance	105.00		6/28/2021
Fire	Permit	Liquified liquids dispensing/fuel commercial 1 - 1-1000 gallons			60.00		6/28/2021
Fire	Permit	Liquified liquids dispensing/fuel commercial 2 - 1001- 10000 gallons			80.00		6/28/2021
Fire	Permit	Liquified liquids dispensing/fuel commercial 3 - 10001 or more gallons			105.00		6/28/2021
Fire	Permit	Lumber yard/woodworking permit		Ordinance	60.00		6/28/2021
Fire	Permit	Magnesium working permit		Ordinance	60.00		6/28/2021
Fire	Permit	Misc Combustible Storage	IFC 105.6.30	Ordinance	60.00		6/28/2021
Fire	Permit	Open Flames & Torches	IFC 105.6.33	Ordinance	60.00		6/28/2021

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Fire	Permit	Open Flames & Candles	IFC 105.6.33	Ordinance	60.00		6/28/2021
Fire	Permit	Organic coatings permit		Ordinance	60.00		6/28/2021
Fire	Permit	Place of Assembly Permit 2 101-300			60.00	Fire Code Permits - Fire Schedule	6/28/2021
Fire	Permit	Place of Assembly Permit 4 501 or more			100.00	Fire Code Permits - Fire Schedule	6/28/2021
Fire	Permit	Place of Assembly Permit1 50-100			40.00	Fire Code Permits - Fire Schedule	6/28/2021
Fire	Permit	Place of Assembly Permit3 301-500			80.00	Fire Code Permits - Fire Schedule	6/28/2021
Fire	Permit	Pyrotechnical special effects		Ordinance	255.00	Fire Code Permits - Fire Schedule	6/28/2021
Fire	Permit	Pyroxylin Plastics	IFC 105.6.39	Ordinance	60.00		6/28/2021
Fire	Permit	Radioactive material permit		Ordinance	60.00		6/28/2021
Fire	Permit	Refrigeration equipment permit		Ordinance	60.00		6/28/2021
Fire	Permit	Repair garage permit		Ordinance	60.00		6/28/2021
Fire	Permit	Rooftop Heliports	IFC 105.6.42	Ordinance	60.00		6/28/2021
Fire	Permit	Spraying and dipping permit		Ordinance	60.00		6/28/2021
Fire	Permit	Tents, canopies, temporary membrane permit		Ordinance	60.00		6/28/2021
Fire	Permit	Tire Rebuilding Plants	IFC 105.6.46	Ordinance	60.00		6/28/2021
Fire	Permit	Tire Storage		Ordinance	60.00		6/28/2021
Fire	Permit	Waste Handling	IFC 105.6.47	Ordinance	60.00		6/28/2021
Fire	PlanReview	Plan* Review - Alarm System		Resolution	100.00	reviewer charges for factory, hazardous, educational, institutional, storage	6/28/2021
Fire	PlanReview	Plan* Review - Building		Resolution	100.00		6/28/2021
Fire	PlanReview	Plan* Review - Sprinkler System		Resolution	100.00		6/28/2021

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Housing	Building	Building Investigation Fee		Resolution	-		6/28/2021
Housing	Building	Building Permit - Schedule		Resolution	-	Schedule	6/28/2021
Housing	Building	Building Permit Fees 2012		Resolution	-		6/28/2021
Housing	Building	Demolition Permit		Resolution	25.00	Each building	6/28/2021
Housing	Building	Gas & Plumbing Permits - schedules of fees	115.003	Resolution	-		6/28/2021
Housing	Building	Moving Building		Resolution	25.00	Each Building	6/28/2021
Housing	Building	Plumbing Permits -schedules of fees	153.002	Resolution	-	Schedule	6/28/2021
housing	code enf	Certified Mail Fee		Ordinance		recoup actual cost for - nuisance cleanup	6/28/2021
housing	code enf	Code Enforcement Admin Fee		Resolution	100.00	per cleanup	6/28/2021
Housing	Code Enf	Landfill Fee - Nuisance		Ordinance		recoup actual cost for - nuisance cleanup	6/28/2021
housing	code enf	Nuisance Abatement Cleanup Fee		Ordinance		recoup actual cost for - nuisance cleanup	6/28/2021
housing	code enf	Nuisance Vehicle - Impound Fee	95.009	Resolution		reasonable fee for less than - 14 days storage	6/28/2021
Housing	Code Enf	Towing Fee - Nuisance charges		Ordinance		recoup actual cost for - nuisance cleanup	6/28/2021
Housing	Gas	Gas Dealer		Ordinance/Res olution		- Annual, expires 12/31	6/28/2021
Housing	Gas	Gas Fitter		Resolution	50.00	Annual, expires 12/31	6/28/2021
Housing	Gas	Gas Heating Contractor		Resolution		- Annual, expires 12/31	6/28/2021
Housing	Gas	Gas-Utility Co Annual		Resolution		- Annual, expires 12/31	6/28/2021
Housing	Gas	Heating Contractor		Resolution		- Annual, expires 12/31	6/28/2021
Housing	Lead Program	Lead hazard Control Grant Program Subordination		Resolution	100.00		6/28/2021
Housing	Plumbing	JP JourneyPlumber		Resolution		- Annual, expires 12/31	6/28/2021

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Housing	Plumbing	MP Master Plumber		Resolution		- Annual, expires 12/31	6/28/2021
Housing	Plumbing	PC Plumbing Contractor		Ordinance/Resolution		- Annual, expires 12/31	6/28/2021
Housing	Plumbing	Plumbing - Backflow Prevent		Works/Ordinance	10.00	Renewal	6/28/2021
Housing	Plumbing	Plumbing Gas Fees 2012		Resolution	-		6/28/2021
Housing	Plumbing	Plumbing License (factory)		Resolution	25.00	Annual, expires 12/31	6/28/2021
Housing	Plumbing	Plumbing Permits for Work	153.002	Resolution		- See schedule	6/28/2021
Housing	Rental Housing	Application Fee - new rental properties		Resolution	50.00		6/28/2021
Housing	Rental Housing	Assessment fee - rental housing	152.005	Resolution	25.00	per parcel item assessed to taxes	6/28/2021
Housing	Rental Housing	Complaint - Housing Advisory Board	152.008	Resolution		- Per instance \$100 deposit	6/28/2021
Housing	Rental Housing	Rental Property1-1st Unit	152.005	Resolution	40.00		6/28/2021
Housing	Rental Housing	Rental Property2-2nd Unit	152.005	Resolution	32.00		6/28/2021
Housing	Rental Housing	Rental Property3 3-12th units	152.005	Resolution	25.00		6/28/2021
Housing	Rental Housing	Rental Property4-13 and more Units	152.005	Resolution	20.00		6/28/2021
Housing	Vacant Prop	Vacant Property Code Registration		Resolution	100.00	Annual Registration	
Housing	Vacant Prop	Vacant Property Code Uninsured Property Fee		Resolution	3,000.00		
Housing	Zoning	Annexation - Voluntary for non taxable property		Resolution	250.00		6/28/2021
Housing	Zoning	Final Subdivision Plat		Resolution	100 + 50/ac.		6/28/2021
Housing	Zoning	Home Occupation Special Use Permit		Resolution	-		6/28/2021
Housing	Zoning	Home Occupation Special Use Permit		Resolution	150.00		6/28/2021
Housing	Zoning	Ordinance change request		Resolution	500.00		6/28/2021

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Housing	Zoning	Planned Unit Development Amendment (no requiring hearings)		Resolution	200.00		6/28/2021
Housing	Zoning	Planned Unit Development Amendment (requiring hearings)		Resolution	500.00		6/28/2021
Housing	Zoning	Planned Unit Development base fee		Resolution	300 + 50/ac	\$300 base fee plus \$50 per acre	6/28/2021
Housing	Zoning	Rezoning Request		Resolution	500.00		6/28/2021
Housing	Zoning	Severance Fee		Resolution	250.00		6/28/2021
Housing	Zoning	Sidewalk Deferment Application	57.039	Resolution	250.00		6/28/2021
Housing	Zoning	Sign Permit		Resolution	50.00	Larger of \$50 or \$1 / sq foot	6/28/2021
Housing	Zoning	Special Use Permit		Resolution	300.00		6/28/2021
Housing	Zoning	Subdivision Final Plat base fee		Resolution	100.00		6/28/2021
Housing	Zoning	Subdivision Final Plat per acre fee		Resolution	50.00		6/28/2021
Housing	Zoning	Subdivision Preliminary Plat Base fee		Resolution	250.00		6/28/2021
Housing	Zoning	Subdivision Preliminary Plat per acre fee		Resolution	50.00		6/28/2021
Housing	Zoning	Variance - any other building		Resolution	200.00		6/28/2021
Housing	Zoning	Variance - owner occupied dwelling		Resolution	150.00		6/28/2021
Housing	Zoning	Zoning Verification Letter (Multi-family, Commercial, Industrial, Non-SF)		Resolution	100.00		6/28/2021
Housing	Zoning	Zoning Verification Letter (Single Family Residential)		Resolution	25.00		6/28/2021
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) 15-pass scan card		Resolution	40.00		6/28/2021
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) daily		Resolution	3.00		6/28/2021
Parks	Aquatic	Aquatic center admission - 10-tickets sheet		Resolution	38.00		6/28/2021
Parks	Aquatic	Aquatic center admission 2019- after 5		Resolution	2.00		6/28/2021

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Parks	Aquatic	Aquatic center admission 2019 daily		Resolution	4.00		6/28/2021
Parks	Aquatic	Birthday Splash - 10 plus hot dog and drink		Resolution	50.00		6/28/2021
Parks	Aquatic	Birthday Splash - 10 plus pizza and drink		Resolution	60.00		6/28/2021
Parks	Aquatic	Birthday Splash - 10 plus small drink		Resolution	70.00		6/28/2021
Parks	Aquatic	Doggie Dip (per dog)		Resolution	5.00		6/28/2021
Parks	Aquatic	Rental - Entire aquatic center		Resolution	600.00		6/28/2021
Parks	Aquatic	Season Pass - 1-person		Resolution	90.00		6/28/2021
Parks	Aquatic	Season Pass - 2-person family		Resolution	155.00		6/28/2021
Parks	Aquatic	Season Pass - additional family members		Resolution	25.00		6/28/2021
Parks	Aquatic	Season Pass - nanny		Resolution	75.00		6/28/2021
Parks	Aquatic	Splash Dance		Resolution	3.00		6/28/2021
Parks	Aquatic	Swimming Lesson- indoor learn to swim		Resolution	40.00		6/28/2021
Parks	Aquatic	Swimming Lesson- indoor preschool		Resolution	40.00		6/28/2021
Parks	Aquatic	Swimming Lesson- outdoor learn to swim		Resolution	42.00		6/28/2021
Parks	Aquatic	Swimming Lesson- outdoor preschool		Resolution	32.00		6/28/2021
Parks	Aquatic	Water walking / lap swim - 15-pass scan card		Resolution	40.00		6/28/2021
Parks	Aquatic	Water walking / lap swim - daily		Resolution	3.00		6/28/2021
Parks	Camping	Camping - Electric only	93.001	Resolution	20.00	per day	6/28/2021
Parks	Camping	Camping - Full Hookup	93.001	Resolution	25.00	per day	6/28/2021
Parks	Camping	Camping - no electric	93.001	Resolution	15.00	per day	6/28/2021

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Parks	DogPark	Dog Park Pass-Intact Animal		Resolution	25.00	ANNUAL	6/28/2021
Parks	DogPark	Dog Park Pass-Spayed or Neutered Animal		Resolution	20.00	ANNUAL	6/28/2021
Parks	Memorial	Memorial Bench		Resolution	900.00		6/28/2021
Parks	Memorial	Memorial Plaque		Resolution	100.00		6/28/2021
Parks	Memorial	Memorial Tree		Resolution	300.00		6/28/2021
Parks	Shelter	Shelter - Anson (seasonal)		Resolution	40.00	weekday rate	6/28/2021
Parks	Shelter	Shelter - Anson (seasonal)		Resolution	80.00	Daily Rate	6/28/2021
Parks	Shelter	Shelter - Community Bldg		Resolution	55.00	weekday rate	6/28/2021
Parks	Shelter	Shelter - Community Bldg		Resolution	125.00	Daily Rate	6/28/2021
Parks	Shelter	Shelter - Kiwanis (seasonal)		Resolution	35.00	weekday rate	6/28/2021
Parks	Shelter	Shelter - Kiwanis (seasonal)		Resolution	70.00	Daily Rate	6/28/2021
Parks	Shelter	Shelter - Log Cabin (seasonal)		Resolution	25.00	weekday rate	6/28/2021
Parks	Shelter	Shelter - Log Cabin (seasonal)		Resolution	45.00	Daily Rate	6/28/2021
Parks	Shelter	Shelter -Reunion Hall		Resolution	45.00	weekday rate	6/28/2021
Parks	Shelter	Shelter -Reunion Hall		Resolution	90.00	Daily Rate	6/28/2021
Parks	Terrace	Tree Planting- terrace		Resolution		- None issued - moratorium	6/28/2021
PARKS		SUMMER BLAST			95.00	per child per week	6/28/2021
Police	Alarm	Alarm- failure to notify PD of service changes	33.024	Resolution	-		6/28/2021
Police	Alarm	Alarm Police - Failure to Notify PD Service Fee	33-024	Ordinance	25.00		6/28/2021
Police	Alarm	Alarm Police - False	33.022	Resolution	40.00	First two in calendar year are free	6/28/2021

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Police	Alarm	Malfunctioning Alarm - Service fee to disable	33.023		-		6/28/2021
Police	Parking	Parking - impounded pursuant to 72.071			50.00		6/28/2021
Police	Parking	Parking Violations	72.001	Ordinance	20.00	per ticket	6/28/2021
Police	Parking	Parking Violations - Over 30 days	72.001	Ordinance	5.00	per ticket	6/28/2021
Police	Parking	Skof Tow Fee	72.070 - 72.0076		50.00		6/28/2021
Police	Records	Copying of Public Records		Resolution	0.25	per page (B&W)	6/28/2021
Police	Records	Copying of Public Records		Resolution		Actual cost for providing - digital media	6/28/2021
Police	Records	Copying of Public Records		Resolution	0.50	per page (color)	6/28/2021
Police	Records	Copying of Public Records		Resolution	1.00	per DVD/CD	6/28/2021
Police	Records	Fingerprinting services		Resolution	20.00	No card limit, waive fee for MCSO staff	6/28/2021
Police	Records	Local Criminal History		Resolution	13.00		6/28/2021
Police	Service	Social Host Ordinance Enforcement fee	112.040	Ordinance		Officers time on - investigation	6/28/2021
Police	Service	X-duty Police Security Services		Resolution	55.00	per hour	6/28/2021
Police	TOW	Towing Admin Fee		Ordinance	50.00		6/28/2021
PUB WORKS	Compost	Compost Bag fee (does not include drop off charge)	50.006	Resolution	1.00	per bag purchased	6/28/2021
PUB WORKS	Compost	Loading Fee - Wood Chip Mulch	50.006	Resolution	20.00		6/28/2021
PUB WORKS	Compost	Sale of Compost - small quantities	50.006	Resolution	2.00		6/28/2021
PUB WORKS	Compost	Sale of Compost - large dump truck	50.006	Resolution	175.00		6/28/2021
PUB WORKS	Compost	Sale of Compost - pickup	50.006	Resolution	40.00		6/28/2021
PUB WORKS	Compost	Sale of Compost - small dump truck	50.006	Resolution	70.00		6/28/2021

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PUB WORKS	Compost	Sale of Firewood (unprocessed) - cord	50.006	Resolution	12.00		6/28/2021
PUB WORKS	Compost	Sale of Firewood (unprocessed) - grain or stock truck 3.4 cords	50.006	Resolution	40.00		6/28/2021
PUB WORKS	Compost	Sale of Firewood (unprocessed) - large dump truck 2.8 cords	50.006	Resolution	30.00		6/28/2021
PUB WORKS	Compost	Sale of Firewood (unprocessed) - pickup	50.006	Resolution	10.00		6/28/2021
PUB WORKS	Compost	Sale of Firewood (unprocessed) - small dump truck 1.6 cords	50.006	Resolution	20.00		6/28/2021
PUB WORKS	Compost	Unscreened wood chip mulch, large dump truck	50.006	Resolution	80.00		6/28/2021
PUB WORKS	Compost	Unscreened wood chip mulch, per Cubic Yard	50.006	Resolution	5.00		6/28/2021
PUB WORKS	Compost	Unscreened wood chip mulch, pickup	50.006	Resolution	30.00		6/28/2021
PUB WORKS	Compost	Unscreened wood chip mulch, small dump truck	50.006	Resolution	40.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	Resolution	1.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - other Container - minimum	50.006	Resolution	3.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - 4'x8' to 4'x10'	50.006	Resolution	9.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - 8'x10'	50.006	Resolution	14.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - Larger than 8'x10'	50.006	Resolution	28.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - small 4'x6'	50.006	Resolution	10.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - car / van / suv	50.006	Resolution	6.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1 ton 8'x10'	50.006	Resolution	25.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1/2 and 3/4 ton	50.006	Resolution	15.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup small 4'x6'	50.006	Resolution	10.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large	50.006	Resolution	40.00		6/28/2021

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PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large Dump	50.006	Resolution	50.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Packer	50.006	Resolution	90.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Small Dump	50.006	Resolution	30.00		6/28/2021
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Stock or Grain	50.006	Resolution	50.00		6/28/2021
PUB WORKS	Electrical	Annual inspection fee	154.058	Resolution	100.00		6/28/2021
PUB WORKS	Electrical	Appliances - fixed or stationary	154.058	Resolution	5.00		6/28/2021
PUB WORKS	Electrical	Central air conditioners & motors over 1HP, \$5 each	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Electrical Contractor	154.085 - renewal 154.088	Ordinance	100.00	Annual, expires 12/31	6/28/2021
PUB WORKS	Electrical	Electrical exam fee	154.085	Ordinance	30.00	Initial application	6/28/2021
PUB WORKS	Electrical	Electrical exam fee - expedited	154.085	Ordinance	200.00	Initial application	6/28/2021
PUB WORKS	Electrical	Electrical License - Apprentice	154.058	Ordinance	20.00	Annual, expires 12/31	6/28/2021
PUB WORKS	Electrical	Electrical permit, basic fee	154.058	Resolution	25.00		6/28/2021
PUB WORKS	Electrical	Electrical work by homeowner	154.058	Resolution		- Annual, expires 12/31	6/28/2021
PUB WORKS	Electrical	Generators 0-5 kva or kw	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Generators 21+ each additional 10 kva over 20	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Generators 5-20 kva or kw	154.058	Resolution	5.00		6/28/2021
PUB WORKS	Electrical	Journeyman Electrician	154.085 - renewal 154.088	Ordinance	30.00	Annual, expires 12/31	6/28/2021
PUB WORKS	Electrical	Lighting or power service, 1 meter	154.058	Resolution	15.00		6/28/2021
PUB WORKS	Electrical	Lighting or power service, additional meters over 1	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Maximum fee for each building or job	154.058	Resolution	1,000.00		6/28/2021

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PUB WORKS	Electrical	Opening, switches, outlets, fixtures 1-25	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Opening, switches, outlets, fixtures 26+ each 50 ad	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Re-inspection due to faulty work	154.058	Resolution	25.00		6/28/2021
PUB WORKS	Electrical	Restricted Electrician	154.085 - renewal 154.088	Ordinance	70.00	Annual, expires 12/31	6/28/2021
PUB WORKS	Electrical	Signs - factory made and installed as unit	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Electrical	Temporary service	154.058	Resolution	10.00		6/28/2021
PUB WORKS	Engineering	Construction Bond	57.023	Resolution	10,000.00		6/28/2021
PUB WORKS	Engineering	Driveway Application Non-Standard	72.039	Resolution	31.00	EACH	6/28/2021
PUB WORKS	Engineering	Driveway Approach Inspection	72.039	Resolution	31.00	EACH	6/28/2021
PUB WORKS	Engineering	Driveway Approach Permit	72.039	Resolution	31.00	EACH	6/28/2021
PUB WORKS	Engineering	Driveway Approach Re-Inspection Fee	72.039	Resolution	24.00	EACH	6/28/2021
PUB WORKS	Engineering	Driveway Extension w/Authorization	72-039	Resolution	43.00	EACH	6/28/2021
PUB WORKS	Engineering	Driveway Extension w/o Authorization	72-039	Resolution	91.00	EACH	6/28/2021
PUB WORKS	Engineering	Entrance/Curb Cut	57.016	Resolution	24.00	EACH	6/28/2021
PUB WORKS	Engineering	Excavation Bond - Annual	57.023	Resolution	10,000.00		6/28/2021
PUB WORKS	Engineering	Excavation Bond - Site Specific	57.023	Resolution	10,000.00		6/28/2021
PUB WORKS	Engineering	Excavation Permit (Work with the ROW)	57.021	Resolution	21.00	EACH	6/28/2021
PUB WORKS	Engineering	Excavation Permit (Work within the ROW)	57.021	Resolution	21.00	EACH	6/28/2021
PUB WORKS	Engineering	Flood Plain Survey		Resolution		we do not perform surveys - requires licensed surveyor	6/28/2021
PUB WORKS	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008	Resolution	50.00	max reimb for replacement	6/28/2021

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PUB WORKS	Engineering	Public Works Sale of Asphalt Millings, per ton	OTHER FEES	Resolution	5.00	per ton	6/28/2021
PUB WORKS	Engineering	Sewer Cutoff			\$28.00		6/28/2021
PUB WORKS	Engineering	Sewer Repair			\$28.00		6/28/2021
PUB WORKS	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042		41.00	EACH	6/28/2021
PUB WORKS	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042		31.00	EACH	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Commercial	51.001	Resolution	72.60	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	Resolution	8.40	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Industrial	51.001	Resolution	72.60	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	Resolution	8.40	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	Resolution	8.40	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	Resolution	8.40	Annual - billed by waterworks	6/28/2021
PUB WORKS	Engineering	Street Patch Inspection			31.00	EACH	6/28/2021
PUB WORKS	Engineering	Tunneling Permit	57.017	Resolution	19.00		6/28/2021
PUB WORKS	SEWER	Sewer Connection Fee(New Div)	52-007	Resolution	300.00		6/28/2021
PUB WORKS	SEWER	Sewer Connection Fee(WPCP)	52-004	Resolution	3,200.00		6/28/2021
PUB WORKS	SEWER	Sewer Cutoff		Resolution	28.00		6/28/2021
PUB WORKS	SEWER	Sewer Repair		Resolution	28.00		6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Connection - after 1/1/1974	52.005	Ordinance	3,200.00	Each connection	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Connection - assessed	52.005	Ordinance		- Each connection	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Connection - assessed - deferred	52.005	Ordinance	3,200.00	Each connection	6/28/2021

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PUB WORKS	SEWER	Sanitary Sewer Connection - before 1/1/1974	52.005	Ordinance		- Each connection	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer connection fee - non assessed properties	52.005			-	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Connection to existing line	52.007	Ordinanc	300.00		6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Utility Conn-City Constructed		Ordinance	3,200.00	Each connection	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Utility Conn-Developer Constructed		Ordinance	300.00	Each connection	6/28/2021
PUB WORKS	SEWER	Sanitary Sewer Utility Connection	52.007	Ordinance	3,200.00	Each connection	6/28/2021
PUB WORKS	SEWER	Sewer Deposit	52.006	Ordinance	40.00		6/28/2021
PUB WORKS	SEWER	assessment of costs when required to make connection	52.004			-	6/28/2021
PUB WORKS	SEWER	New Sewer Connection			28.00	EACH	6/28/2021
PUB WORKS	SEWER	Sewer Connection Fee(City Installed)			3,200.00	EACH	6/28/2021
PUB WORKS	SEWER	Sewer Connection Fee(Subdivision Installed)			300.00	EACH	6/28/2021
PUB WORKS	SEWER	Sewer Cutoff			28.00	EACH	6/28/2021
PUB WORKS	SEWER	Sewer Repair			28.00	EACH	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg 4" Pump (4 hour minimum)	52.074	Resolution	7.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg 6" Pump (4 hour minimum)	52.074	Resolution	13.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Air Compressor	52.074	Resolution	25.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Back Hoe	52.074	Resolution	50.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Back Hoe w/ Hammer or tamper	52.074	Resolution	65.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Concrete Saw	52.074	Resolution	45.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Dump Truck (2.5 ton)	52.074	Resolution	35.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021

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PUB WORKS	SEWER	Sewer Equip Chg End loader	52.074	Resolution	65.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Hole Coring Saw	52.074	Resolution	20.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Jet Truck	52.074	Resolution	65.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Jet Vacuum truck	52.074	Resolution	90.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg One Ton Truck	52.074	Resolution	15.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Pickup Truck	52.074	Resolution	12.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Equip Chg Television truck	52.074	Resolution	90.00	equipment shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Sewer Tap Charge 4" Service Lateral Connection	52.074	Resolution	136.00	(including labor, equipment & saddle)	6/28/2021
PUB WORKS	SEWER	Sewer Tap Charge 6" Service Lateral Connection	52.074	Resolution	157.00	(including labor, equipment & saddle)	6/28/2021
PUB WORKS	SEWER	Personnel Chgs Sewer Dept. Labor			36.00	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Personnel Chgs Sewer Dept. Labor Overtime			49.00	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	SEWER	Personnel Chgs Sewer Superintendent			44.00	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	STORM	COSESCO PERMIT			120.00	PER ACRE PLUS ADDL FEE \$20 PER ACRE	6/28/2021
PUB WORKS	STORM	Storm Sewer Revision			28.00	EACH	6/28/2021
PUB WORKS	Storm Sewer	COSESCO Permit - per acre plus \$20 additional acre or portion thereof		Resolution	120.00		6/28/2021
PUB WORKS	Storm Sewer	Major Erosion Control Permit	55.003-55.013	Resolution		based on parcel size 120 - per acre + 20 addl acre	6/28/2021
PUB WORKS	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013	Resolution		based on parcel size 120 - per acre + 20 addl acre	6/28/2021
PUB WORKS	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013	Resolution		based on parcel size 120 - per acre + 20 addl acre	6/28/2021
PUB WORKS	Storm Sewer	Storm Sewer Revision		Resolution	28.00		6/28/2021
PUB WORKS	Storm Sewer	Storm Water Rate	53.006 - 55.013	Ordinance	4.00	per ERU (2800 sq ft)	6/28/2021

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PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: commercial	53.026	Ordinance	13,500.00	per acre, \$.90 runoff coefficient	6/28/2021
PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: industrial	53.026	Ordinance	12,000.00	per acre, \$.80 runoff coefficient	6/28/2021
PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: low density and single/two family residential	53.026	Ordinance	6,000.00	per acre, \$.40 runoff coefficient	6/28/2021
PUB WORKS	Storm Sewer	Storm water runoff - medium-high-density and multi family residential	53.026	Ordinance	12,000.00	per acre, \$.80 runoff coefficient	6/28/2021
PUB WORKS	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	Resolution	100.00	100 for non residential and \$50 for residential properties	6/28/2021
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Commercial	53.026	Ordinance	13,500.00	per acre	6/28/2021
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Industrial	53.026	Ordinance	12,000.00	per acre	6/28/2021
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Low Density	53.026	Ordinance	6,000.00	per acre	6/28/2021
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Medium High	53.026	Ordinance	12,000.00	per acre	6/28/2021
PUB WORKS	Storm Sewer	Utility Rate - per ERU	53.006	Ordinance	4.00	per month	6/28/2021
PUB WORKS	WPCP	Work Order	52.074	Resolution	10.00	each	6/28/2021
PUB WORKS	WPCP	Waste Water Discharger Application Fee	52.074		125.00		6/28/2021
PUB WORKS	WPCP	Waste Water Discharger Permit	52.075	Ordinance	250.00	establishes fee	6/28/2021
PUB WORKS	WPCP	Waste Disposal - Grease Trap - In City		Ordinance	0.135	per gallon	6/28/2021
PUB WORKS	WPCP	Waste Disposal - Grease Trap - Out of City	52.051	Ordinance	0.270	per gallon	6/28/2021
PUB WORKS	WPCP	Waste Disposal - Mudpit Waste - In City	52.051	Ordinance	50.00	min per vehicle plus \$25 for more than 2 cu. yd.	6/28/2021
PUB WORKS	WPCP	Waste Disposal - Septage Waste	52.051	Ordinance	0.118	per gallon	6/28/2021
PUB WORKS	WPCP	Waste Disposal - Septage Waste - meter reading fee	52.051	Ordinance	10.00		6/28/2021
PUB WORKS	WPCP	Annual Inspection	52.074	Resolution	47.00	per hour	6/28/2021
PUB WORKS	WPCP	Digestion (Emergency)	52.074	Resolution	20.00		6/28/2021

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
PUB WORKS	WPCP	Digestion Fee (Metals)	52.074	Resolution	10.00		6/28/2021
PUB WORKS	WPCP	Hourly pH	52.074	Resolution	15.00		6/28/2021
PUB WORKS	WPCP	INVESTIGATION OF ACCIDENTAL DISCHARGES/SLUG DISCHARGE	52.074	Resolution	62.00	per hour	6/28/2021
PUB WORKS	WPCP	Lab Analysis Alkalinity			9.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Ammonia Nitrogen			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Arsenic Furnace			19.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis BOD/CBOD			18.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Cadmium Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Cadmium Furnace			19.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Chromium (Hexavalent)			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Chromium (Total) Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Chromium (Total) Furnace			19.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis COD			15.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Copper Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Cyanide			28.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Hach TKN			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Lead Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Molybdenum			19.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Nickel Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Nitrogen (Nitrate)			13.00		6/28/2021

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
PUB WORKS	WPCP	Lab Analysis Oil & Grease			15.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis pH			5.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Potassium			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Selenium			19.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Settleable Solids			7.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Silver Flame			12.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis TKN EPA Method			25.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Total Phosphorus			14.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Total Solids			9.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Total Suspended Solids (TSS)			9.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Total Volatile Solids			9.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Vol. Suspended Solids			9.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Volatile Acids			15.00		6/28/2021
PUB WORKS	WPCP	Lab Analysis Zinc Flame			12.00		6/28/2021
PUB WORKS	WPCP	MONTHLY BILLING FOR LAB ANALYSIS			10.00	per month	6/28/2021
PUB WORKS	WPCP	Mudpit Facility Registration			100.00	Annual	6/28/2021
PUB WORKS	WPCP	Personnel Chgs Administrative Secretary			39.18	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	WPCP	Personnel Chgs Director			65.48	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	WPCP	Personnel Chgs Lab Chemist			47.75	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	WPCP	Personnel Chgs Plant Maintenance Overtime			58.30	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>Code Section</u>	<u>How Fee Set</u>	<u>FY22 FEE</u>	<u>License Term / per unit charge</u>	<u>Fee Set - Last Date</u>
PUB WORKS	WPCP	Personnel Chgs Plant Maintenance Personnel			44.96	personnel shall be charged a minimum of one hour unless otherwise noted.	6/28/2021
PUB WORKS	WPCP	Sample Handling	52.074	Resolution	20.00		6/28/2021
PUB WORKS	WPCP	Sampling Equipment / per day	52.074	Resolution	40.00	per day	6/28/2021
PUB WORKS	WPCP	Copies			0.25	per policy	6/28/2021
PUB WORKS	WPCP	Copies - min 15 minutes labor charge			-	per policy	6/28/2021
PUB WORKS	WPCP	Waste Hauler	52.046	Ordinance	50.00	Annual - per vehicle	6/28/2021
PUB WORKS	WPCP	Waste Water appeal filing fee	52.074		100.00		6/28/2021

**RESOLUTION PLEDGING \$250,000 TO THE RENOVATION OF THE
FISHER COMMUNITY CENTER AND MARTHA-ELLEN TYE THEATER**

WHEREAS, the Fisher Community Center and the Martha-Ellen Tye Theater, which are both owned by the Fisher Governor Foundation, are undergoing significant renovations estimated at \$7 million; and

WHEREAS, the Fisher Governor Foundation is pursuing multiple funding sources for the work, including a Community Attraction and Tourism (CAT) grant through Enhance Iowa and the Iowa Economic Development Authority; and

WHEREAS, the CAT grant application requires both the city and the county in which the project is located to financially participate in the project; and

WHEREAS, the Fisher Community Center and Martha-Ellen Tye Theater are facilities that play a vital part of the Marshalltown community, hosting numerous events and cultural opportunities;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a pledge of \$250,000 to reimburse costs incurred as part of the renovation of the Fisher Community Center and the Martha-Ellen Tye Theater; and

BE IT FURTHER RESOLVED, the Finance Director is directed to utilize local option sales tax from the Council-designated portion for this expense.

Passed this 28th day of June, 2021, and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Local Option Sales Tax (L.O.S.T) Balances	LOST-	LOST-	LOST-	TOTAL
Updated after June 14, 2021 Council meeting discussions	Prop. Tax Relief	Council Designated	Capital Projects	FUND 121
Fund balance 6/30/2020	796,322	1,658,146	2,059,290	4,513,757
Budgeted L.O.S.T. Revenues (78% Relief, 22% Council): Original \$3.4M	3,061,683	863,551	-	3,925,234
Sale of lots in Southridge Estates Subdivision		127,901		127,901
Interest on Investments	14,000	29,000	29,000	72,000
Sub-Total Revenues	3,075,683	1,020,452	29,000	4,125,135
Buy down property tax levy-current revenues (Original \$2,652,000)	(2,825,797)			(2,825,797)
Buy down property tax levy-fund bal (per 2/3/20 Council meeting). (	-			-
Cash Flow reserve 15% (\$60,314)		(60,314)		(60,314)
Transfer to General Fund 001 to balance (61,778 incl. McTV \$40K)				-
50% share of Housing Initiative Contract with Chamber \$24,700 total paid out in FY20 & 21 \$720K		-		-
Transfer to 001: Bolton & Menk: Downtown Design Guidelines Resolution 2019-313 Total \$20,941		(10,679)		(10,679)
Transfer to Fund 311: Edgewood Extension			(1,000,000)	(1,000,000)
Airport Hangar design to fund 312 approved \$6,200, but only 10% match required)		(254)		(254)
Zoning Ordinance update with Kendig Keast Colaborative \$62,113:\$124,225		(62,113)		(62,113)
Fireworks (Council increased from \$5K to \$12.5K match)		(12,500)		(12,500)
Shared Wall grant 116 W Main St (Schossow)		(48,000)		(48,000)
Total Re-estimated Budgeted Expenses	(2,825,797)	(193,861)	(1,000,000)	(4,019,658)
Projected Fund balance 6/30/2021	1,046,207	2,484,738	1,088,290	4,619,235
Budgeted L.O.S.T. Revenues (78% Relief, 22% Council) \$3,692,000	2,879,760	812,240	-	3,692,000
Interest on Investments	8,000	20,000	5,000	33,000
Sub-Total Revenues	2,887,760	832,240	5,000	3,725,000
Buy down property tax levy-current revenues (Transfer to fund 200	(2,879,760)			(2,879,760)
Buy down property tax levy-fund bal	-			-
Cash Flow reserve 16% (historically at 15%). Every 1% is \$163K		(99,023)		(99,023)
Fireworks		(5,000)		(5,000)
FEMA tornado costs 15% city-share (moved from FY21)		(120,000)		(120,000)
New Home Buyer Incentive (100 homes @ \$2500/each)		(250,000)		(250,000)
IEDA 1:1 grant match for downtown revitalization if grant awarded		(500,000)		(500,000)
Sidewalk Improvement citizen reimbursemet (Res.2020-076)		(50,000)		(50,000)
Zoning Ordinance update with Kendig Keast Colaborative \$62,112:\$124,225		(62,112)		(62,112)
Downtown New Construction Incentive Marshalltown Lofts		(50,000)		(50,000)
Downtown New Construction Incentive Uncommitted		(100,000)		(100,000)
Fareway construction of new store		(65,000)		(65,000)
Transfer to Fund 132 - Bike Trail Engineering & Design FY19 \$8401.50: \$65,000 (on hold)		(56,599)		(56,599)
Transfer to Fund 311: Edgewood Extension			(575,950)	(575,950)
Transfer to Fund 001: Marketing (formerly McTV)		(40,000)		(40,000)
Transfer to Fund 149 for local match of FEMA Derecho		(150,000)		(150,000)
Transfer to Fund 395 for S. 7th Ave extension (Discussed 5/24/21)		(284,235)		(284,235)
Creekside Estates			(510,000)	(510,000)
Discussed 6/14/21 CAT grant-Fisher Community Center renovation		(250,000)		(250,000)
Total Budgeted Expenses	(2,879,760)	(2,081,969)	(1,085,950)	(6,047,679)
Projected Fund balance 6/30/2022	1,054,207	1,235,009	7,340	2,296,556

**RESOLUTION TO APPROVE THE CODE BUILDING UPGRADE GRANT
APPLICATION FOR 4 EAST MAIN STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of upgrading to City code and the Marshalltown Central Business District administers the Code Building Upgrade Grant Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 4 E. Main St., which is owned by America & Maria Zaragoza, for a brick bulge repair on the south side of the Zamora's Fresh Market building; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements for City code upgrade expenses are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$20,000, whichever is less; and

WHEREAS, the owner has provided an estimate of \$70,987 so 25% would be \$17,746.75; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve up to \$17,746.75 for the code building upgrade grant and for the reimbursement to America Zaragoza & Maria Zaragoza for the brick bulge repair at 4 E. Main Street.

PASSED this 28th day of June, 2021, and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

June 22, 2021

Dear Mayor and Councilors,

I am writing to submit a City Code Upgrade Grant request, on behalf of Zamora's Fresh Market, located at 4 E. Main St. As you are aware, the MCBD was a 2020 Main Street Iowa Challenge Grant recipient, receiving funding to help with the first phase of the renovation efforts of this historic building's storefront. While the contractors were de-laminating the thin brick facade, it was discovered that the south side of the building's upper story original brick façade is bowed about 6". This bowed wall is a city code concern, and needs reconstructed properly for the overall project to move forward. We are asking Council for their support of this project by approving funding for City Code Upgrade.

I have included the Tometich Engineering report, which explains the status of the wall bulge in more detail. Also include is a copy of the estimate from Cornerstone Commercial Contractors, and the change order.

The Downtown Incentive Committee had discussion on June 21, 2021, regarding this request. The request is as follows:

Materials	\$ 8,400.00
Masonry	\$ 48,984.00
Dumpster	\$ 3,850.00
Lift Rental	\$ 3,300.00
General Conditions	\$ 6,453.00
Total	\$ 70,987.00 x 25% reimbursement rate = \$17,746.75 Grant Request

This request complies with the City Code Grant guidelines. Committee members, Diana Steiner, Joe Roenfeldt, Doug Husak and Deb Millizer recommend to approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

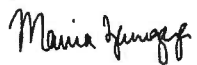
Deb Millizer
Executive Director
Marshalltown Central Business District

evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/City representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City

	06/22/2021
Signature of Applicant	Date
	06/22/2021
Signature of Owner	Date

Return to:
Marshalltown Central Business District, Debbie Millizer, Director
16 E Main St, Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.

Marshalltown Central Business District/City
City Code Building Upgrade Grant Application

AIA Document G701™ – 2017

Change Order

PROJECT:

Zamora Fresh Market
Phase 1 – Exterior Envelope

OWNER:

Ochoa Maria Zaragoza
America Zaragoza
Zamora Fresh Market

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 1, 2021

ARCHITECT:

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718

CHANGE ORDER INFORMATION:

Change Order: 1
Date: June 15, 2021

CONTRACTOR:

Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1	Proposal Request #2.2	rebuild masonry wall	ADD	\$	70,987.00
			Total	\$	70,987.00

The original Contract Sum was		\$	146,432.00
The net change by previously authorized Change Orders	ADD	\$	-
The Contract Sum prior to this Change Order was		\$	146,432.00
The Contract Sum will be modified by this Change Order in the amount of		\$	70,987.00
The new Contract Sum including this Change Order will be		\$	217,419.00
The Contract time will be adjusted in days	ADD		0
The new date of Substantial Completion will be			July 31, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RDG Planning & Design
ARCHITECT

Scatter of Features

(Signature)

Scotney Fenton, AIA
Project Manager

(Printed name and title)

June 15, 2021

(Date)

RDG Project Number: R3004.492.00

Cornerstone Commercial Contractors
CONTRACTOR

Jason

~~Kentner~~

(Signature)

Jason Kentner

Owner

(Printed name and title)

(Date)

Zamora Fresh Market
OWNER

(Signature)

America Zaragoza

(Printed name and title)

(Date)

Cornerstone

Commercial Contractors

401 7th Street
Corning, Iowa 50841
641-322-3862 office
641-322-3405 fax

COR #01



June 7, 2021

RE: PR 01

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for the following items related to PR 01 Zamora, May 28, 2021.

Option 1. Stabilize the south side bulge at between 2nd and 3rd floor line	
Materials	\$ 4,800.00
Carpentry	\$ 9,245.00
Masonry	\$ 9,750.00
Lift Rental	\$ 1,650.00
General Conditions	\$ 2,544.00
TOTAL	\$ 27,989.00

Option 2. Dismantle the south sidewall and reconstruct it with new materials

Materials	\$ 8,400.00
Masonry	\$ 48,984.00
Dumpster	\$ 3,850.00
Lift Rental	\$ 3,300.00
General Conditions	\$ 6,453.00
Total	\$ 70,987.00

Thank You,

Jason Kentner
Project Manager

proposal request 2

Date Issued:	May 28, 2021		
Project:	Zamora Fresh Market – Phase 1 – Exterior Envelope		
RDG Project No.:	3004.492.00		
Owner:	Zamora Fresh Market	Contract Date:	March 1, 2021
Contractor:	Cornerstone Commercial	Contract for:	General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a Change Order nor a direction to proceed with the Work described herein.

Description: repair wall

Please provide prices for each option to make to following changes.

Indicate how base bid scope of work affects cost of proposed work.

- ~~1. Option 1: stabilize masonry wall. Tie existing masonry back to the wood frame of the building at floor line between 2nd and 3rd floor and at ceiling (roof) of 3rd floor. Repoint existing masonry as appropriate. Reinstall thin brick as per the base bid. See attached report for applicable details.~~
2. Option 2: rebuild masonry wall. Remove masonry from the lintel at storefront between 1st and 2nd floor up to the parapet. Provide new wall consisting of concrete block and reinstalled thin brick facing. Provide steel reinforcing at the concrete block wall.

Reference: =

Attachments: Tometich Engineering Analysis dated 5/24/2021

Prepared by: Scotney Fenton, AIA RDG Planning & Design

I:\Projects\3004\3004.492.00 Zamora Fresh Market - Ext Env SD-CA\12.0 Construction\12.08 PR\PR 002 - repair wall\Zamora_PR 002_repair wall.docx

RDG Planning & Design

301 Grand Avenue

Des Moines, Iowa 50309-1718

Tel 515.288.3141

www.rdgusa.com

RDG IA Inc



RECEIVED
MAY 24, 2021
RDG

Engineering Analysis

**Zamora Building
713 2nd Street
Marshalltown, IA**

for:

**RDG Planning and Design
sfenton@rdgusa.com Attn: Scotney Fenton
mcunliffe@rdgusa.com Attn: Michelle Cunliffe**

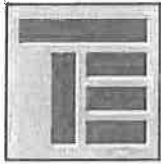
by:

Tometich Engineering, Inc.

10501 Buena Vista Court
Urbandale, Iowa 50322
Phone: (515) 280-8022
Fax (515) 727-9124

e-mail: jet@tometichengineering.com
web site: www.tometichengineering.com

P21-165
24-May-21



Tometich Engineering, Inc.

consulting structural engineers

10501 Buena Vista Ct.

Urbandale, IA 50322

Date: May 24, 2021

Job #: P21-165

To: RDG

sfenton@rdgusa.com

Attn: Scotney and Michelle

Overview:

In accordance with your request, I have visited the site and conducted a field investigation at the Zamora building in Marshalltown, Iowa. The results of our investigation are presented herein.

Background Information:

The concern is that the front (south) masonry wall is bowing (about 6") and de-laminated from the front of the building. The reason of the de-lamination is the age of the structure and the water infiltration over the years. The south wall is a non-load bearing wall (it only supports its self weight). The wall was re-laid about 80 years ago with a thin brick. The thin brick was placed over the original façade brick. The original façade brick is in marginal condition with many voids in the wall. The thin brick "hid" a lot of the underlying damage on the front of the building.



1. View from the south



2. View from the south



9, 10. Views of the bowed area



11, 12. Views of the bowed area

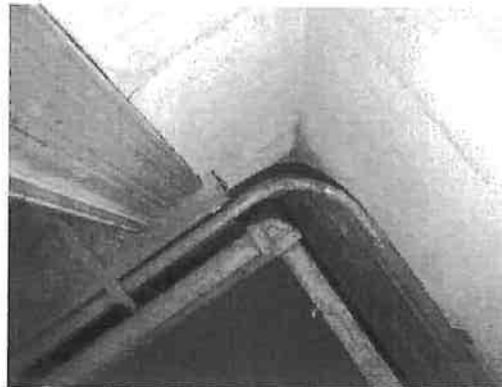


13, 14. Close up views

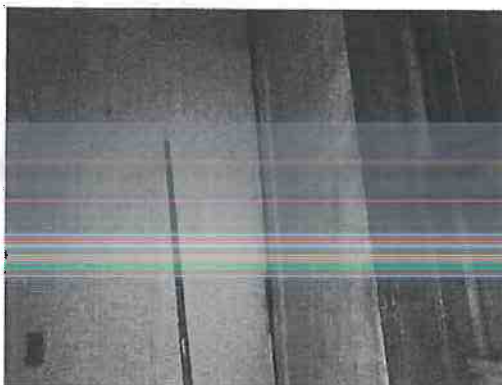
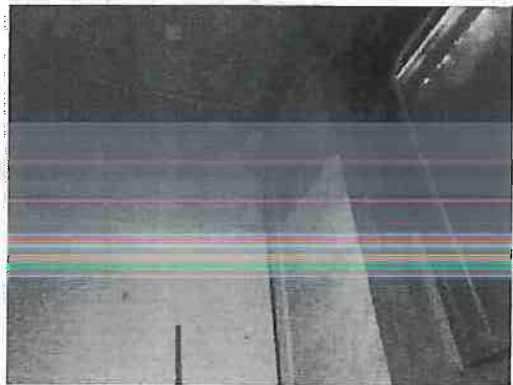
Evaluation and Assessment:

There are two options for the repair. The first is to tie the existing masonry back to the wood frame of the building. A sketch is provided to do this. This would also include tying the masonry at where the front (south) wall has separated from the interior wall perpendicular to it. A separate detail is provided for this. Once the walls are tied back, the old masonry would need to be tuckpointed and the voids filled. The new, thin brick could be laid on top of this.

The second option is to remove the masonry from the lintel beam on at the top of the storefront all the way to the top. The new wall would be concrete block with a brick facing. The removal and replacement would allow for new reinforcing steel in the block wall. This solution would increase the longevity of the wall but would also increase the price.



15, 16. Views of the interior



17, 18. Front wall movement

Our conclusions are based upon the information made available to us at the time of our investigation. Should additional information be uncovered or made available, we retain the right to revise or supplement our report accordingly.

Please call if I may be of further assistance.

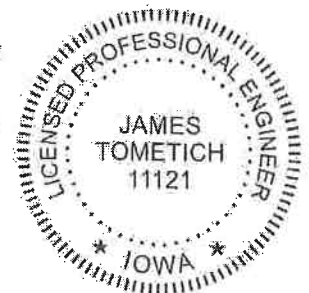
Certification:

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

Signature: *James Tometich*

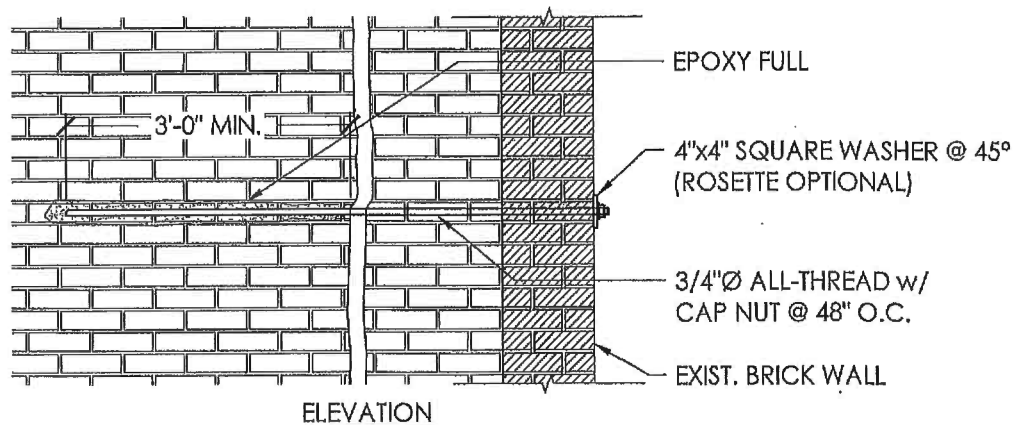
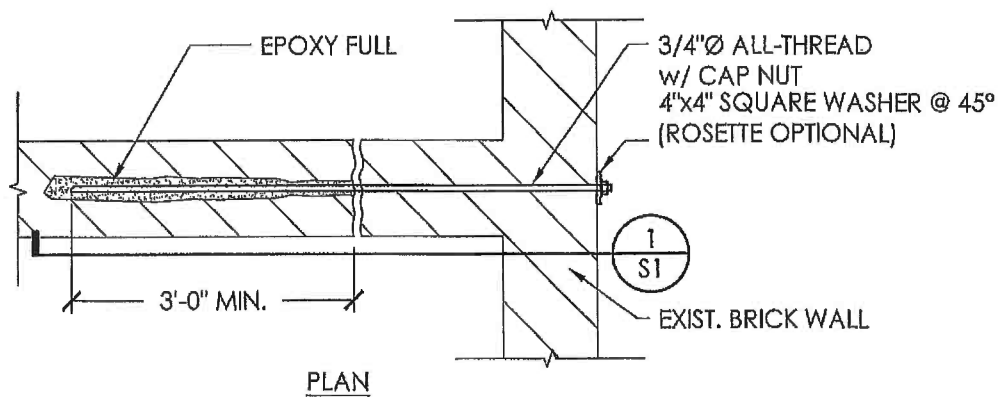
Date: May 24, 2021 Registration #: 11121

My Registration Renewal Date is December 31, 2022



PROCEDURE:

1. DRILL IN 1"Ø HOLE TO 3'-0" BEYOND CRACK.
2. INSERT HILTI RE-500 EPOXY INTO LAST 3'-0" BEYOND CRACK.
3. INSERT 3/4"Ø TIE ROD INTO EPOXY, LET CURE.
4. THOROUGHLY CLEAN CRACK OF ALL LOOSE DEBRIS.
5. INSTALL NUT & WASHER, PULL BACK WALL AS A TEST. RELEASE WALL, RE-CLEAN CRACK.
6. INSERT HILTI RE-500 INTO CRACK, TIGHTEN TIE ROD AND SECURE INTO FINAL POSITION.



MASONRY WALL STABILIZATION @ ADJOINING WALL

SCALE: 1/2" = 1'-0"

1
S1

S1
1 OF 6

DATE: 01.20.2014
FILE: U19-999
ENG: 999 DSN: 999

ISSUE / REVISION		
No.	Description	Date
1	ORIGINAL ISSUE	01.20.2014



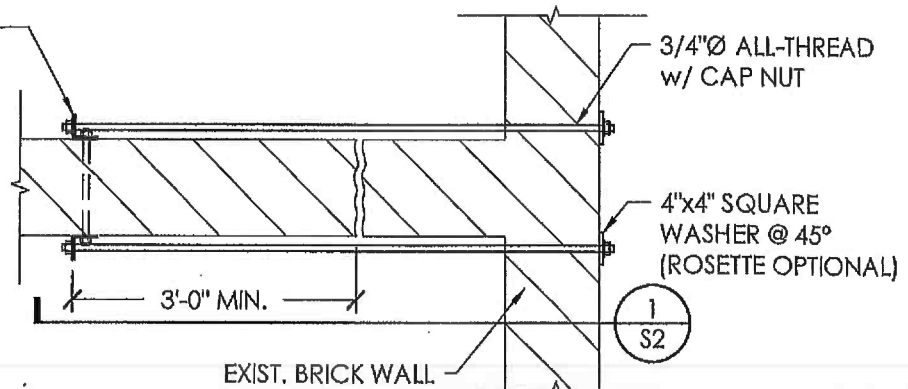
TOMETICH ENGINEERING, INC.

10501 Buena Vista Court Urbandale, IA 50322
(p) 515.280.8022 (f) 515.727.9124
<http://www.tometchengineering.com>

PROCEDURE:

1. DRILL IN 1"Ø HOLE TO 3'-0" BEYOND CRACK.
2. INSERT HILTI RE-500 EPOXY INTO LAST 3'-0" BEYOND CRACK.
3. INSERT 3/4"Ø TIE ROD INTO EPOXY, LET CURE.
4. THOROUGHLY CLEAN CRACK OF ALL LOOSE DEBRIS.
5. INSTALL NUT & WASHER, PULL BACK WALL AS A TEST. RELEASE WALL, RE-CLEAN CRACK.
6. INSERT HILTI RE-500 INTO CRACK, TIGHTEN TIE ROD AND SECURE INTO FINAL POSITION.

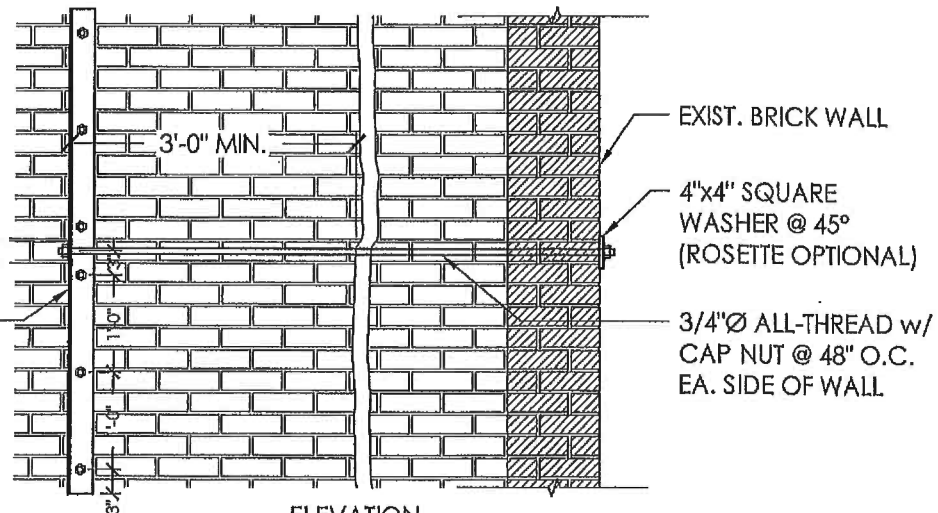
L3x3x1/4x1'-9" EA. SIDE w/ 3/4"Ø
ALL-THREAD THROUGH BOLTS
(EPOXY ANCHORS OPTIONAL)



PLAN

OPTION

L3x3x1/4x5'-0" EA. SIDE w/ 3/4"Ø
ALL-THREAD THROUGH BOLTS
(EPOXY ANCHORS OPTIONAL)



ELEVATION

MASONRY WALL STABILIZATION @ ADJOINING WALL

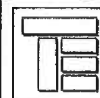
SCALE: 1/2" = 1'-0"

1
S2

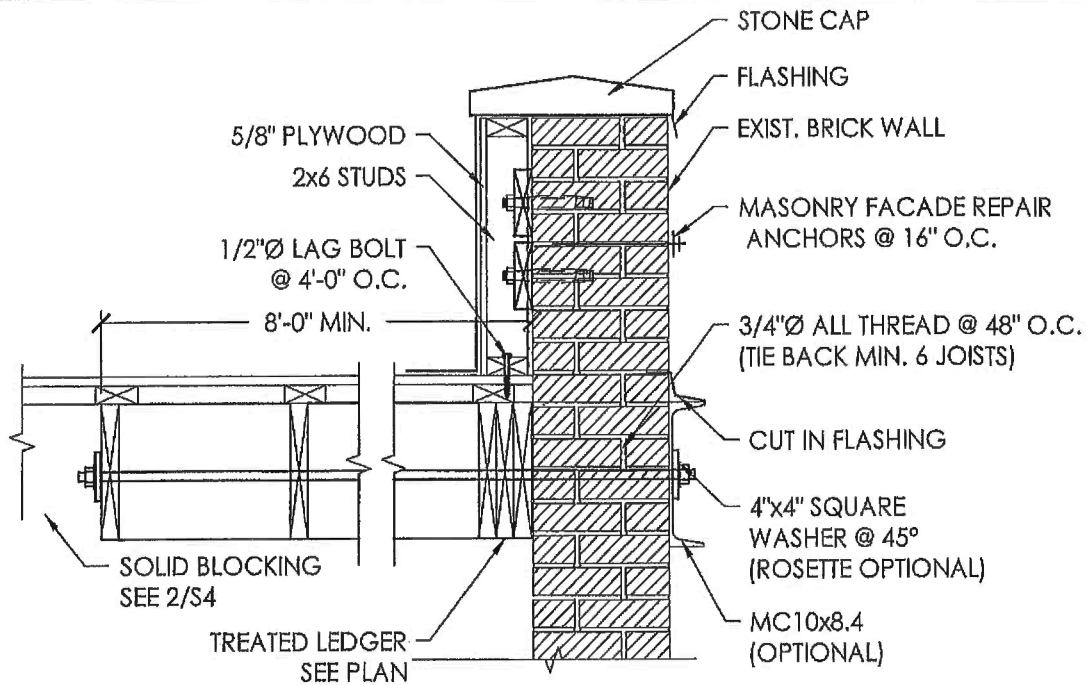
S2
2 OF 6

DATE: 01.20.2014
FILE: U09-999
ENG: 999 DSH: 999

ISSUE / REVISION		
No.	Description	Date
1	ORIGINAL ISSUE	01.20.2014



TOMETICH ENGINEERING, INC.
10601 Buena Vista Court Urbandale, IA 50322
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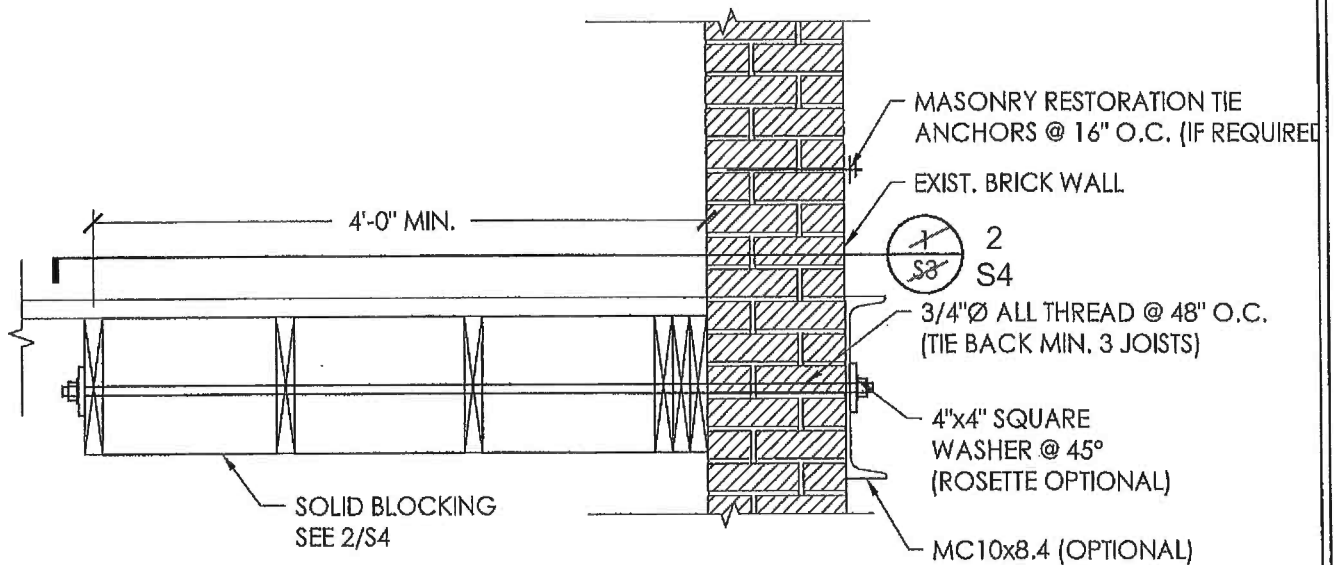


PARAPET STABILIZATION DETAIL

SCALE: 3/4" = 1'-0"

2

S3



STABILIZATION DETAIL @ FLOOR

SCALE: 3/4" = 1'-0"

1

S3

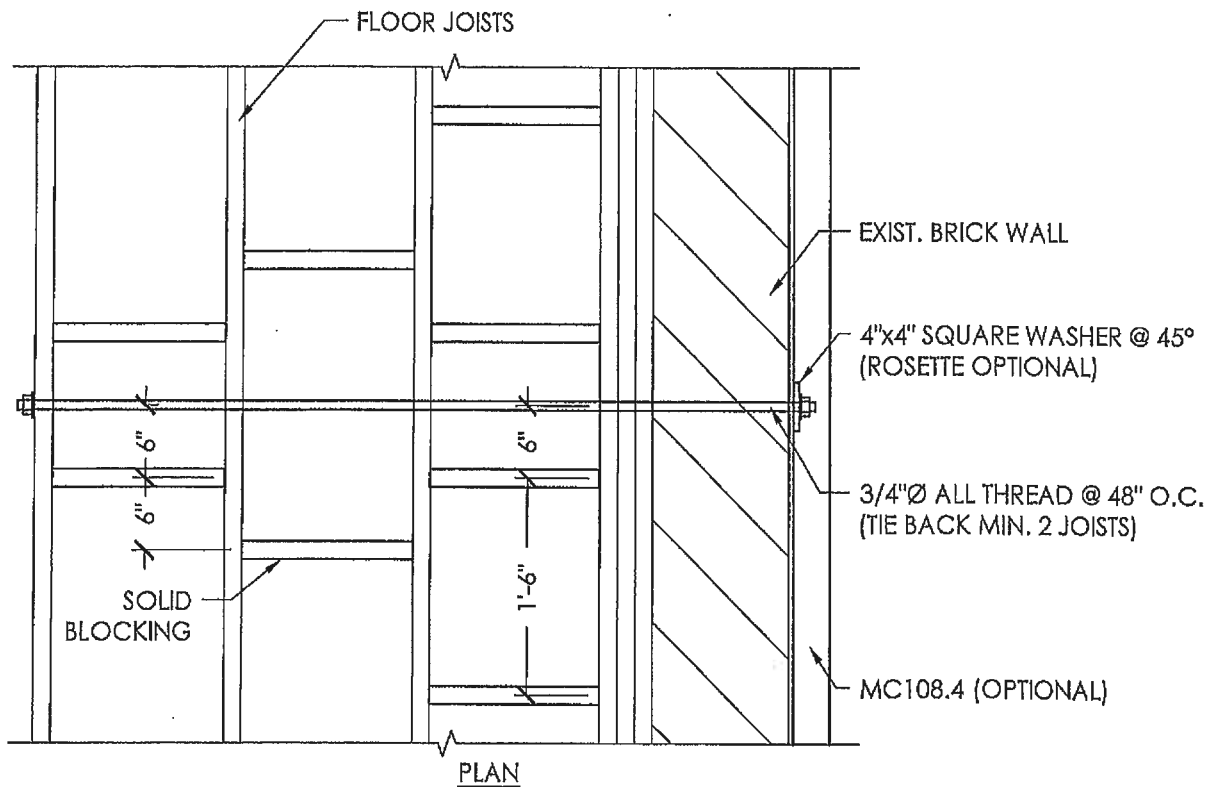
S3
3 OF 6

DATE: 01.20.2014
FILE: U99-999
ENG: 999 DSN: 999

ISSUE / REVISION		
No.	Description	Date
1	ORIGINAL ISSUE	01.20.2014



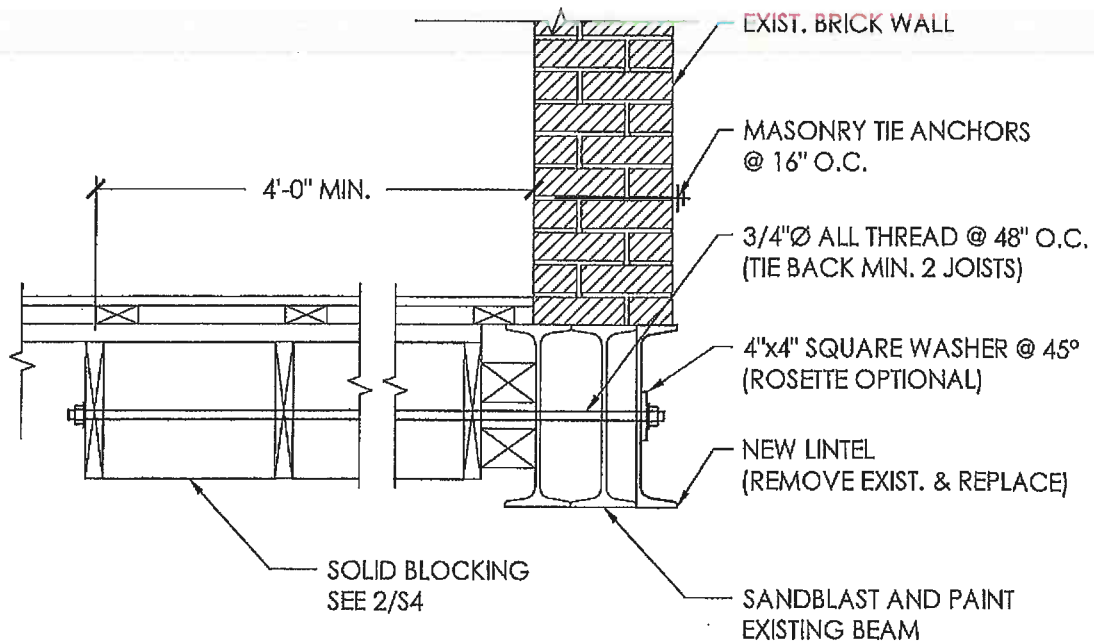
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TYP. SOLID BLOCKING @ ALL TIE BACKS

SCALE: 3/4" = 1'-0"

2
S4



LINTEL STABILIZATION DETAIL

SCALE: 3/4" = 1'-0"

1
S4

S4
4 OF 6

DATE: 01.20.2014
FILE: U99-999
ENG: 999 DS: 999

ISSUE / REVISION		
No.	Description	Date
1	ORIGINAL ISSUE	01.20.2014



TOMETICH ENGINEERING, INC.
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MCBD - Main Street Program, Façade and Code Grants - since inception

F=Façade

C=Code

<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	F	118 W Main St	Headliner	5,743.00	\$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	B	119 E Main St	Kester	20,000.00	\$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Lease:	50,972.50	\$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	F	16 E Main St	CGA	5,740.00	\$22,960
2015	F	119 E Main St	Kester	5,445.70	\$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	8,368.68	\$33,475
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479
2020-172	F	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	\$15,278
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus & In-Stitc	10,163.75	\$40,655
2020-195	C	201 E. Main Street (Code upgrade)	M'town Senior Living Residences	20,000.00	\$103,580
2020-195	F	201 E. Main Street (Facade)	M'town Senior Living Residences (3 si	21,408.50	\$121,484
2020-239	F	4 E. Main Street (Façade)	Zamora's Fresh Market	12,500.00	\$102,356
2020-274	F	14-16 E. Main St (Façade)	Matt Garber (NW Mutual & CGA)	4,250.00	\$17,000
2020-275	C	13 N. 1st Street (Code upgrade)	Gabriella Vagas Avalos	16,569.01	\$66,276
2020-279	F	120 E. Main Street (Façade)	Sonia Morceigo (7 Rayos Liquor Store)	3,009.38	\$12,250
2020-316	F	118 W. Main St. (Façade)	Marla Grabenbauer (Headliner)	1,890.03	\$7,560
2020-317	C	210 E. Main St. (Code upgrade)	Deim Holdings LLC	19,642.54	\$78,470
SUB-TOTAL				439,912.30	\$10,779,565
COUNCIL REALLOCATED TO MCBD FOR OPERATIONS DUE TO TORNADO FY19				40,000.00	
TOTAL COMMITTED				479,912.30	
CERTIFIED FUNDS				390,000.00	
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand				20,000.00	
9-28-19 Council approved additional funding for FY21 \$40,000				40,000.00	
7-13-20 Council approved additional funding for FY21 \$80,000				80,000.00	
BALANCE REMAINING BEFORE COUNCIL APPROVAL JUNE 28 2021				50,087.70	

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT
APPLICATION TO THE COMMUNITY POLICING DEVELOPMENT (CPD) CRISIS
INTERVENTION TEAMS (CIT) PROGRAM THROUGH THE
UNITED STATES DEPARTMENT OF JUSTICE**

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 COMMUNITY POLICING DEVELOPMENT (CPD) CRISIS INTERVENTION TEAMS (CIT) PROGRAM, is accepting grant applications; 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.

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 COMMUNITY POLICING DEVELOPMENT (CPD) CRISIS INTERVENTION TEAMS (CIT) PROGRAM grant funding.

Section 2. The Chief of Police is authorized and directed to sign on behalf of the City of Marshalltown this application and other necessary documents to effectuate this resolution.

Passed this 28th day of June 2021, and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk



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: 23 June 2021

RE: Community Policing Development (CPD) Crisis Intervention Teams (CIT) Program

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

Recommendation: Staff recommends Council authorize the Chief of Police to sign and submit all necessary application documents to secure federal funding from the Community Policing Development (CPD) Crisis Intervention Teams (CIT) Program. This is a grant program administered by the United States Department of Justice.

Background: The Marshalltown Police Department is seeking authorization to submit a federal grant application to the Community Policing Development (CPD) Crisis Intervention Teams (CIT) Program for the purpose for enhancing services and resources provided by the Marshalltown Police and Community Team (MPACT). MPACT is a partnership with YSS of Marshall County. Through this partnership, the police department is able to facilitate the deployment of timely crisis and social service resources in the community.

Community Policing Development funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. The 2021 CPD program will fund projects that develop knowledge, increase awareness of effective community policing strategies, increase the skills and abilities of law enforcement and community partners, increase the number of law enforcement agencies and relevant stakeholders using proven community policing practices, and institutionalize community-policing practice in routine business.

The 2021 CPD Crisis Intervention Teams program will fund projects related to the following subcategories:

- Implementation of Crisis Intervention Teams
- Crisis Intervention Training Provider

This solicitation is open to state, local, tribal, and territorial law enforcement agencies (Implementation of Crisis Intervention Teams subcategory) and to any public governmental agency, federally recognized Indian tribe, for-profit (commercial) organization, nonprofit organization, institution of higher education, community group, or faith-based organization with expertise in crisis intervention training for law enforcement (Crisis Intervention Training Provider).

These funds cannot be used to supplant funding for police officers or other law enforcement resources funded by city tax dollars

If awarded funding, the police department will collaborate with YSS of Marshall County to maintain the MPACT program. Depending on funding available, we may be able to expand program hours and provide for additional social worker resources.

Budget Impact: None identified. I am still reading application materials but it does not appear there is a match requirement for this grant.

**RESOLUTION AUTHORIZING THE CITY TO SUBMITT AN US DEPARTMENT OF
TRANSPORTATION (DOT) REBUILDING AMERICAN INFRASTRUCTURE WITH
SUSTAINABILITY AND EQUITY (RAISE) GRANT**

WHEREAS the US DOT established the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program and has announced funding availability under said Program for surface transportation infrastructure grants; and

WHEREAS the City is an eligible applicant with a proven track record of successfully implementing Federal funding from the DOT; and

WHEREAS the City accepted the Highway 14 Corridor plan in 2019 that identified the improvement plans as a priority; and

WHEREAS said Program can award up to \$25 million in funding and the City has estimated the scope of work to be approximately \$20 million; and

WHEREAS rural areas and projects located in areas of persistent poverty are not required to provide a match amount, the City intends on working with possible funding partners to complete the project and ensure a competitive application; and

WHEREAS the City Council has reviewed the request and found it to be in the best interest of the City.

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

Section 1. The City staff and Mayor is hereby authorized to prepare and submit a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program application in an amount not to exceed \$25 million.

Section 2. The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 28th day of June, 2021 and signed this _____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 28, 2021 Meeting

RE: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program Application

Policy Issue: The US Department of Transportation (DOT) has announced notice of funding for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program. This program supports surface transportation infrastructure grants. In 2020 the grant was known as the BUILD grant and the City of Marshalltown did apply. Our application scored well however this is a highly competitive program. We believe that with some of the revisions to the program we will have a stronger application this year.

Background: Since our last application we have dedicated additional time researching conditions and refining the project scope and costs. This has resulted in an increased total budget to address some critical infrastructure elements.

Recommendation: Staff recommends applying for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to assist in the Highway 14 Corridor infrastructure project. It is our recommendation to apply for the full project cost since it would be within the allowable request. Although most DOT projects are an 80/20 match, rural areas and projects located in areas of persistent poverty are not required to provide a match amount.

Budget Impact: The Program allows for grants requests up to \$25 million. The estimated project cost is currently around \$21.5 million. The City is anticipating partnering with other entities such as the Iowa DOT to fund a portion of the project however those amounts have not been finalized.

Attachment: Resolution & Opinion of Probable Costs

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
RAISE GRANT OPC
OPINION OF PROBABLE COSTS
6/15/2021



Item No.	Description	Unit	Quantity	Price	Extension
1	Mobilization	LS	1	\$ 724,000.00	\$ 724,000.00
2	Traffic Control	LS	1	\$ 214,000.00	\$ 214,000.00
3	Excavation, Class 13	CY	12799	\$ 18.00	\$ 230,382.00
4	Topsoil	CY	3208	\$ 20.00	\$ 64,160.00
5	Subgrade Prep	SY	38398	\$ 3.00	\$ 115,194.00
6	Subbase, Aggregate Base	SY	38398	\$ 12.00	\$ 460,776.00
7	Subbase Treatment, Geogrid	SY	38398	\$ 2.00	\$ 76,796.00
8	Sanitary Sewer Pipe, 8 Inch	LF	4351	\$ 50.00	\$ 217,550.00
9	Sanitary Sewer Pipe, 10 Inch	LF	1231	\$ 70.00	\$ 86,170.00
10	Sanitary Sewer Pipe, 12 Inch	LF	430	\$ 80.00	\$ 34,400.00
11	Sanitary Sewer Pipe, 15 Inch	LF	1302	\$ 85.00	\$ 110,670.00
12	Sanitary Sewer Pipe, 18 Inch	LF	30	\$ 90.00	\$ 2,700.00
13	Sanitary Services	EA	87	\$ 2,500.00	\$ 217,500.00
14	Storm Sewer Pipe, 15"	LF	3459	\$ 60.00	\$ 207,540.00
15	Storm Sewer Pipe, 18"-24"	LF	1796	\$ 95.00	\$ 170,620.00
16	Storm Sewer Pipe, 30" - 42"	LF	1561	\$ 200.00	\$ 312,200.00
17	Storm Sewer Pipe, ≥48"	LF	2243	\$ 350.00	\$ 785,050.00
18	Subdrain	LF	7759	\$ 21.00	\$ 162,939.00
19	Subdrain Cleanouts	EA	22	\$ 500.00	\$ 11,000.00
20	Subdrain Connections	EA	22	\$ 500.00	\$ 11,000.00
21	Sanitary Manhole	EA	27	\$ 4,000.00	\$ 108,000.00
22	Storm Manhole	EA	13	\$ 3,800.00	\$ 49,400.00
23	Intake	EA	103	\$ 5,000.00	\$ 515,000.00
24	Manhole Removal	EA	10	\$ 600.00	\$ 6,000.00
25	Intake Removal	EA	47	\$ 600.00	\$ 28,200.00
26	Pavement, PCC	SY	34908	\$ 50.00	\$ 1,745,400.00
27	Removal of Sidewalk	SY	9358	\$ 9.00	\$ 84,222.00
28	Removal of Driveway	SY	3317	\$ 9.00	\$ 29,853.00
29	Removal of Pavement	SY	40536	\$ 9.00	\$ 364,824.00
30	Sidewalk	SY	9623	\$ 60.00	\$ 577,380.00
31	Driveway	SY	3317	\$ 55.00	\$ 182,435.00
32	Detectable Warning	SF	1030	\$ 50.00	\$ 51,500.00
33	Pavement Markings	STA	355	\$ 15.00	\$ 5,325.00
34	Marking Symbols	EA	210	\$ 150.00	\$ 31,500.00
35	Signs	EA	92	\$ 300.00	\$ 27,600.00
36	Sod	SQ	957	\$ 60.00	\$ 57,420.00
37	Signals	EA	5	\$ 300,000.00	\$ 1,500,000.00
38	Loop Detectors	EA	33	\$ 1,800.00	\$ 59,400.00
39	Remove Existing Barrier & Rail	LF	1400	\$ 15.00	\$ 21,000.00
40	Barrier and Rail - BA-101	LF	1400	\$ 105.00	\$ 147,000.00
41	Erosion Control	LS	1	\$ 130,400.00	\$ 130,400.00
42	Street Trees	EA	69	\$ 200.00	\$ 13,800.00
43	Lighting and Electrical	LS	1	\$ 156,000.00	\$ 156,000.00
44	Streetscaping	LS	1	\$ 285,000.00	\$ 285,000.00
45	TREE REMOVAL	LS	1	\$ 10,000.00	\$ 10,000.00
46	STORM SEWER, BOX CULVERT	LF	2500	\$ 900.00	\$ 2,250,000.00
47	WATER MAIN 8"	LF	1590	\$ 105.00	\$ 166,950.00
48	WATER MAIN 12"	LF	55	\$ 130.00	\$ 7,150.00
49	WATER MAIN 16"	LF	5830	\$ 145.00	\$ 845,350.00
50	WATER MAIN 20"	LF	635	\$ 190.00	\$ 120,650.00
51	WATER MAIN TIE-IN	EA	32	\$ 6,000.00	\$ 192,000.00
52	INSERTION VALVE 4"	EA	6	\$ 8,250.00	\$ 49,500.00
53	INSERTION VALVE 6"	EA	13	\$ 8,850.00	\$ 115,050.00
54	INSERTION VALVE 8"	EA	6	\$ 9,800.00	\$ 58,800.00
55	INSERTION VALVE 12"	EA	1	\$ 17,500.00	\$ 17,500.00
56	INSERTION VALVE 16"	EA	2	\$ 35,900.00	\$ 71,800.00
57	INSERTION VALVE 20"	EA	1	\$ 61,100.00	\$ 61,100.00
58	BUTTERFLY VALVE 12"	EA	1	\$ 5,000.00	\$ 5,000.00
59	BUTTERFLY VALVE 16"	EA	28	\$ 7,300.00	\$ 204,400.00
60	BUTTERFLY VALVE 20"	EA	4	\$ 9,500.00	\$ 38,000.00
61	GATE VALVE 4"	EA	1	\$ 3,000.00	\$ 3,000.00
62	GATE VALVE 8"	EA	24	\$ 4,000.00	\$ 96,000.00
63	FIRE HYDRANT ASSEMBLY	EA	17	\$ 6,500.00	\$ 110,500.00
64	WATER SERVICE RECONNECTIONS	EA	143	\$ 2,600.00	\$ 371,800.00

Subtotal Construction \$ 15,185,856.00
Construction Contingencies 20% \$ 3,037,200.00

Opinion of estimated Construction Cost \$ 18,223,056.00

Preliminary Engineering Report \$ 273,000.00
Route Survey and Geotechnical Testing \$ 364,000.00
Design, Plans and Specifications \$ 1,276,000.00
Construction Contract Administration \$ 182,000.00
Construction Staking \$ 273,000.00
Resident Project Representative - Full Time \$ 911,000.00

Subtotal Engineering \$ 3,279,000.00

Land Acquisition (Permanent) \$ 13,200.00
Land Acquisition (Temporary) \$ 1,200.00

TOTAL OPINION OF IMPROVEMENT COST \$ 21,516,456.00

**TENTATIVE RESOLUTION SETTING PUBLIC HEARING PROVIDING FOR AN
EASEMENT AGREEMENT FROM THE CITY OF MARSHALLTOWN, IOWA TO
ARCHWIRE RENTALS LLLP, FOR THE CONSTRUCTION OF AN
ADA ACCESSIBLE RAMP**

WHEREAS, the Archwire Rentals LLLP has requested an easement to construct an ADA accessible ramp at 229 North 13th Street, legally described as the following:

Lot 9, except the North 60 feet, and Lot 10, except the North 58 feet, all in Block 4,
Electric Addition to Marshall, Marshall County, Iowa; and

WHEREAS the consideration for the easement agreement is to provide an accessible entrance to persons of all abilities; and

WHEREAS, the easement to be granted by the City of Marshalltown, Iowa to Archwire Rentals LLLP involves real estate which is public right-of-way, and no rights of private persons will be adversely affected as an ADA accessible route along the existing sidewalk is required to be maintained; and

WHEREAS, the City of Marshalltown hereby proposes the grant of easement shall be subject to existing, rights-of-way of utilities, and continuing access to and maintenance of said utilities and maintenance of the right-of-way.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to enter into an easement agreement for the purpose of constructing an ADA accessible ramp at 229 North 13th Street to Archwire Rentals LLLP, and said property is described as follows, to-wit:

Lot 9, except the North 60 feet, and Lot 10, except the North 58 feet, all in Block 4,
Electric Addition to Marshall, Marshall County, Iowa.

Section 2. That the consideration for the above-referred to easement being granted in Section 1 to Archwire Rentals LLLP shall be the benefit to the City of Marshalltown by providing accessible spaces in the community.

Section 3. The City of Marshalltown hereby proposes the easement agreement shall be subject to existing easements being retained and rights-of-way of utilities, and access to and maintenance of said utilities. Said easements, rights-of-way and access will be retained until such time as the City or any utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 24 North Center Street, Marshalltown, Iowa, on the 12th day of July, 2021, to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 28th day of June, 2021, and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Prepared by: Roger R. Schoell, 102 E. Church Street, Marshalltown, IA 50158 641-752-4507

Return To: City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158

**EASEMENT AGREEMENT TO ALLOW CONSTRUCTION
OF AN ADA ACCESSIBLE RAMP IN THE PUBLIC RIGHT-OF-WAY**

This Agreement is made this _____ day of _____, 2021, by and between the CITY OF MARSHALLTOWN, IOWA, hereinafter referred to as (“The City”), and Archwire Rentals, LLLP hereinafter referred to as (“Archwire”).

The City is the Owner of the public right-of-way known as North 13th Street, Marshalltown, Iowa. The boundaries of the City Right-of-Way run from the East edge of the sidewalk on the East side of the street to the West edge of the sidewalk on the West side of the street.

Archwire is the Owner of a property abutting North 13th Street locally known as 229 North 13th Street, Marshalltown, Iowa, and legally described as follows:

Lot 9, except the North 60 feet, and Lot 10, except the North 58 feet, all in Block 4, Electric Addition to Marshall, Marshall County, Iowa.

Archwire desires to build an ADA accessible ramp on the City right-of-way directly adjacent to the above-described property to provide ADA access to the property.

The City believes the existing right-of-way is of sufficient width to allow the construction of a handicapped accessible ramp to the property.

It is therefore agreed that the City of Marshalltown, Iowa hereby grants to Archwire Rentals, LLLP an easement to construct, operate, and maintain a handicapped accessible ramp to provide access to the property, which easement is subject to the following conditions:

1. The ramp shall, in all instances and at all times, leave a clear and open area of the sidewalk for travel by the public of not less than five feet in width at all points.
2. Archwire shall maintain the ramp to ensure that the ramp is safe and not dangerous to persons using the public right-of-way.
3. Archwire shall agree to indemnify, defend, and hold the City of Marshalltown harmless from and against all claims, suits, actions, damages, and cost of every name

and description, arising out of or resulting from Archwire's use of the easement area as provided herein.

4. Archwire shall provide liability insurance which shall name the City of Marshalltown as an additional insured for any injury or damage which occurs as a result of the ramp being located on public right-of-way.
5. The ramp shall be constructed in accordance with plans and drawings which shall be provided to the Director of Public Works of the City of Marshalltown.
6. Archwire shall, at all times, remain responsible for all maintenance and clearing of the sidewalk area abutting its property.
7. That Archwire shall be solely responsible for expense to repair any damages to the public right-of-way should the ramp ever be removed.
8. This easement constitutes the entire agreement between the parties and there is no agreement to do or not to do any act or deed within the area subject to the easement except as specifically provided herein.
9. The provisions of this easement inure to the benefit of and bind the parties' successors and assigns, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, this Agreement is executed by the parties to be effective as of the day first above written.

CITY OF MARSHALLTOWN, IOWA

ARCHWIRE RENTALS, LLLP

By: _____
Joel Greer, Mayor

By: _____
_____, _____

ATTEST:

By: _____
Alicia Hunter, City Clerk

STATE OF IOWA

COUNTY OF MARSHALL

On this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Joel Greer and Alicia Hunter to me personally known, who being duly sworn, did state they are the Mayor and City Clerk, respectively, of the City of Marshalltown, Iowa, a municipality created and existing under the laws of the State of Iowa, and that said instrument was signed on behalf of said municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

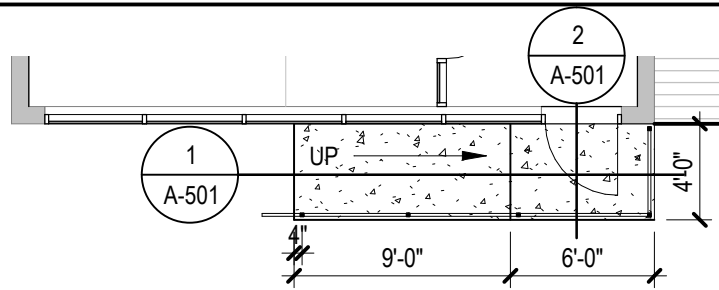
Notary Public – State of Iowa

STATE OF IOWA

COUNTY OF MARSHALL

On this ____ day of _____, 2021, before me personally
appeared _____, who did state that he is the Manager/Member
of The Archwire, LLC and that said instrument was signed on behalf of the limited liability
company as its act and deed and by it and by him voluntarily executed.

Notary Public – State of Iowa



SECOND LEVEL FLOOR PLAN - stoop

SCALE: 1/8" = 1'-0"

5" SLAB W/ #4 @
12" OC EA WAY

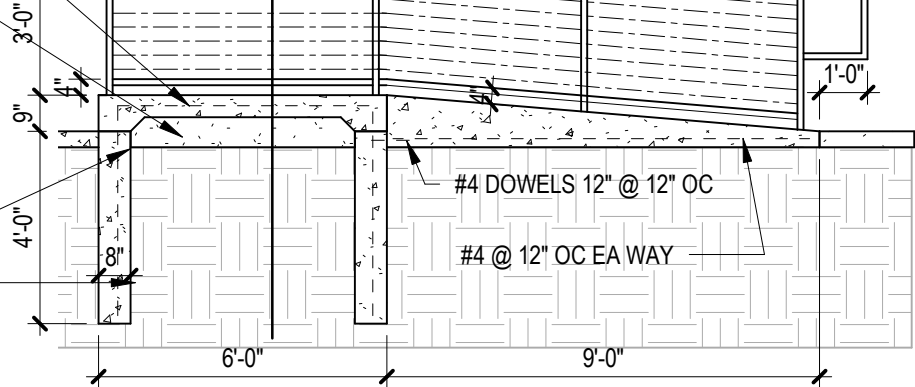
UNCOMPACTED FILL

#4 DOWELS (24"x24")
12" OC ALL SIDES

#4 @ 18" OC EA WAY

2
A-501

1 1/2" SQUARE TUBE POST,
TOP RAIL & BOTTOM RAIL
- SURFACE MOUNTED
- CABLE INFILL @ 3 1/2" OC



1

Detail 1

SCALE: 1/4" = 1'-0"

5" SLAB W/ #4 @
12" OC EA WAY

UNCOMPACTED FILL

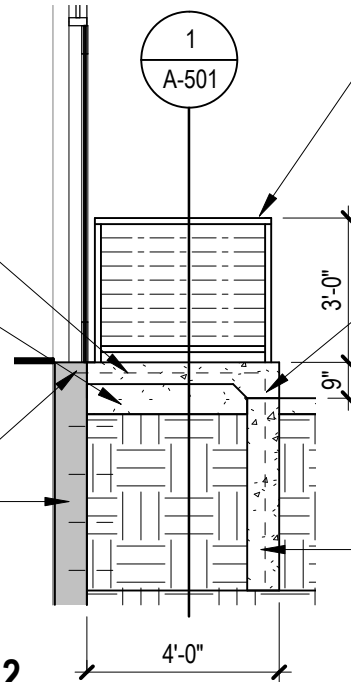
#4 DOWELS 12" OC
- HRZ @ SLAB
- VRT @ FND

1 1/2" SQUARE TUBE POST,
TOP RAIL & BOTTOM RAIL
- SURFACE MOUNTED
- CABLE INFILL @ 3 1/2" OC

#4 DOWELS (24"x24")
12" OC ALL SIDES

#4 @ 18" OC EA WAY

1
A-501



2

Detail 2

SCALE: 1/4" = 1'-0"

PROJECT TITLE

THE FLYING ELBOW

MTOWN, IOWA

SHEET NAME

STOOP

SHEET ID#

A-501

**TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE,
AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA TO ALLEN HEALTH SYSTEMS, INC. DBA UNITY
POINT HEALTH-WATERLOO**

WHEREAS, the Council of the City of Marshalltown, Iowa, proposes to vacate, transfer, and convey subject to existing easements of record for utility purposes the alley described as follows:

THE EAST 196.5 FEET OF THE EAST-WEST ALLEY AND THE NORTH 180 FEET OF THE NORTH-SOUTH ALLEY LOCATED IN BLOCK 2 OF ANDREWS' ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EXISTING EASEMENTS FOR UTILITY PURPOSES; and

WHEREAS, the consideration for the vacation, transfer, and conveyance of the alley above described to Allen Health Systems, Inc. DBA Unity Point Health-Waterloo, as set forth above, is the full sum of One Dollar, the payment of all costs of recording, publication of notices, and all administrative expense in connection with same, by Allen Health Systems, Inc. DBA Unity Point Health-Waterloo; and

WHEREAS, this property to be vacated is not required for any public purposes, the rights of private persons will not be adversely affected and the consideration to be paid is fair.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to vacate, transfer, and convey title by Quit Claim Deed to the following described alley to Allen Health Systems, Inc. DBA Unity Point Health-Waterloo, to wit:

THE EAST 196.5 FEET OF THE EAST-WEST ALLEY AND THE NORTH 180 FEET OF THE NORTH-SOUTH ALLEY LOCATED IN BLOCK 2 OF ANDREWS' ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EXISTING EASEMENTS FOR UTILITY PURPOSES,

Section 2. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 12th day of July, 2021, and will hold a public hearing to consider any and all comments filed with the City Clerk or made in open council to the proposal for vacation of the street as herein described and to take final action thereon.

Section 3. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republican, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing.

Passed this 28th day of June, 2021, and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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 City Council
From: Jessica Kinser, City Administrator
Date: June 21, 2021
RE: Vacation, Sale of Alley to UPH

As Unity Point Health has listed their north campus property for sale, it was noticed that an alley still exists running both north/south and east/west through their parking lot between Main and Church Streets and 5th Avenue (see map below). The resolution proposes to vacate the alley to Unity Point Health for \$1, setting the public hearing for July 12, 2021.



City Council

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



**RESOLUTION APPROVING CHANGE ORDER 1 TO THE 2021 PHASE 2 DEMOLITION
CONTRACT WITH LANSING BROTHERS CONSTRUCTION CO. INC., AN INCREASE OF
\$48,750**

WHEREAS, the City of Marshalltown released a bid for Phase 2 of the 2021 Demolitions, which included four properties to be demolished as asbestos-containing; and

WHEREAS, Lansing Brothers Construction was the only bidder on the Phase 2 demolition project and was awarded a contract for the work on May 24, 2021, totaling \$85,850 ; and

WHEREAS, since the Phase 2 demolition bid was issued, the City of Marshalltown acquired two additional properties through court-ordered title which are also to be treated as asbestos-containing properties; and

WHEREAS, in the interest of public health and safety, it is recommended the City Council approve a change order to add 105 North 2nd Avenue and 606 East Boone Street to the contract at \$48,750;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the first change order to Phase 2 of the 2021 Demolition program is hereby approved at an increase of \$48,750.

Passed this 28th day of June, 2021, and signed this _____ day of June, 2021

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Jessica Kinser

From: Chad Lansing <cmlansing1@gmail.com>
Sent: Thursday, June 24, 2021 8:24 AM
To: Jessica Kinser
Subject: Demolition of 105 North 2nd Ave. and 606 East Boone Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

Scope of Work – House Demolition at 105 North 2nd Ave. and 606 East Boone Street

All work completed per specifications and drawings provided by the City of Marshalltown

10 Day Iowa DNR Air Quality Notification for Demolition and Asbestos Removal

Iowa One Call to locate utilities

Workers to be licensed for Regulated Asbestos Containing Material (RACM) removal by Iowa Division of Labor

Contractor Permitted by Iowa Division of Labor RACM removal

Dust suppression by spraying demolished material and debris with water during debris cleanup (temperatures to be above freezing – water supplied by others with our tanks for fill up)s

Landfill dumping fees

General Liability Insurance

Exclusions

Disconnect of natural gas, electrical, sewer and **water services**

Performance and Payment Bond - Add 3% to Contract if Required

City of Marshalltown Demolition Permit Fee

Bid Proposal - \$48,750.00

Let me know if you have any questions.

Thanks.

Chad Lansing

Lansing Brothers Construction

563-543-7360

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE, 2430 233rd STREET, TO THE CITY OF MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown, Iowa, is a duly organized municipal corporation, and pursuant to Section 368.7 of the Code of Iowa, the City has received from Archibald and Julie Allison, the owners of real estate, an application for voluntary annexation, of said real estate, lying adjacent to the existing City limits of the City of Marshalltown, locally known as 2430 233rd Street as shown, on the accompanying map in Exhibit “A” attached hereto and legally described as:

Lot Two of Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa, subject to restrictive covenants recorded in Micro File No. 8038-1992-3 of the records of the Recorder’s Office, Marshall County, Iowa.

Into the corporate City limits of Marshalltown; and

WHEREAS the City Council held a public hearing on June 28, 2021, regarding the voluntary annexation application; and

WHEREAS the City of Marshalltown, Iowa desires to annex said territory upon this application heretofore presented.

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

Section 1. That the Application for the annexation of the real estate legally described as:

Lot Two of Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa, subject to restrictive covenants recorded in Micro File No. 8038-1992-3 of the records of the Recorder’s Office, Marshall County, Iowa.

is hereby approved.

Section 2. This territory shall thereafter be and become a part of the City of Marshalltown, Iowa, upon state acceptance or acknowledgment, as proved by law.

Section 3. That the City Clerk shall forthwith cause this Resolution and attachments to be filed with the City Development Board, and Resolution with attachments, map and legal description to the Secretary of State, the Marshall County Board of Supervisors, each affected public utility, and the State Department of Transportation, and shall record a copy of said Resolution, legal

description, and map with the Marshall County Recorder, as required by Section 368.7 of the Code of Iowa.

Passed this 28th day of June 2021 and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Exhibit “A” Map of area to be annexed – 2430 233rd Street, Marshalltown, IA 50158



Parcel ID	8318-09-176-002	Alternate ID	n/a	Owner Address	ALLISON, ARCHIBALD S	Last 2 Sales Date	Price	Reason	Qual
Sec/Twp/Rng	09-83-18				2430 233RD ST	10/10/2019	\$12000	Vacant lot	U
Property Address	2430 233RD ST	Class	RESIDENTIAL		MARSHALLTOWN, IA 50158	5/12/2017	\$8500	Vacant lot	U

District 640244-TIMBER CREEK TWP/MTOWN SCH/HAVERHILL FIRE

Brief LOT 2

Tax Description

(Note: Not to be used on legal documents)

Date created: 5/20/2021

Last Data Uploaded: 5/20/2021 7:12:36 AM

Developed by Schneider GEOSPATIAL

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
05/13/21	Application received
05/24/21	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
6/4/21	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
6/4/21	Notice of public hearing submitted to the newspaper 1 week prior to publication.
6/11/21	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
6/28/21	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☒ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☒ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☒ Map of property to be annexed.
- ☒ Description of the current use and expected use of the annexed property.
- ☒ \$250 application fee. (applicable to tax-exempt parcels only)

Received 5/13/21 MS
5/18/21

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2430 233 rd Street	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8318-09-176-002	
Owner of Record: Archibald S. Allison and Julie Ann Allison	
Address of Owner of Record: 2430 233 rd Street	
Owner Phone: 641-485-9391	Owner E-mail: archjulie1@gmail.com
Authorized Agent: N/A	
Address of Authorized Agent: N/A	
Agent Phone: N/A	Agent E-mail: N/A

Please indicate if the property is involved in any of the following:			
☐ Bankruptcy	☐ Contract	☐ Civil Suit	☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

Building a new home. Expected use - residency when completed.

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Arch Allison
Owner/Agent Signature

7/25/21
Date

Julie Allison
Owner/Agent Signature

4-25-2021
Date

Owner/Agent Signature

Date



Recorded: 10/15/2019 at 03:20:28 PM

Amt: \$12.00

Page 1 of 1

Revenue Tax: \$18.40

Marshall County Iowa

Nan Benson County Recorder

File **2019-00005327**

\$18.40

\$12.00

***Taxpayer & Return To:** Archibald & Julie Allison, 902 Benjamin Dr., Marshalltown, IA 50158
Preparer: Kevin R. Hitchins, 102 E. Church St., Marshalltown, Iowa 50158, (641) 752-4507

Warranty Deed – Joint Tenancy

For the consideration of One and No/100 Dollar(s) and other valuable consideration, Superior Rentals, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to Archibald S. Allison and Julie Ann Allison, as Joint Tenants with full rights of survivorship, the following described real estate in Marshall County, Iowa:

Lot Two of Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa, subject to restrictive covenants recorded in Micro File No. 8038-1992-3 of the records of the Recorder's Office, Marshall County, Iowa.

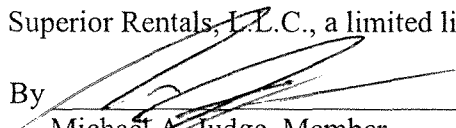
The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: Oct. 10, 2019.

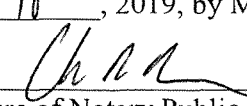
Superior Rentals, L.L.C., a limited liability company

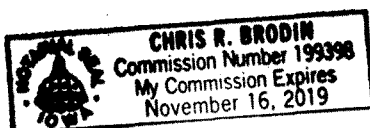
By

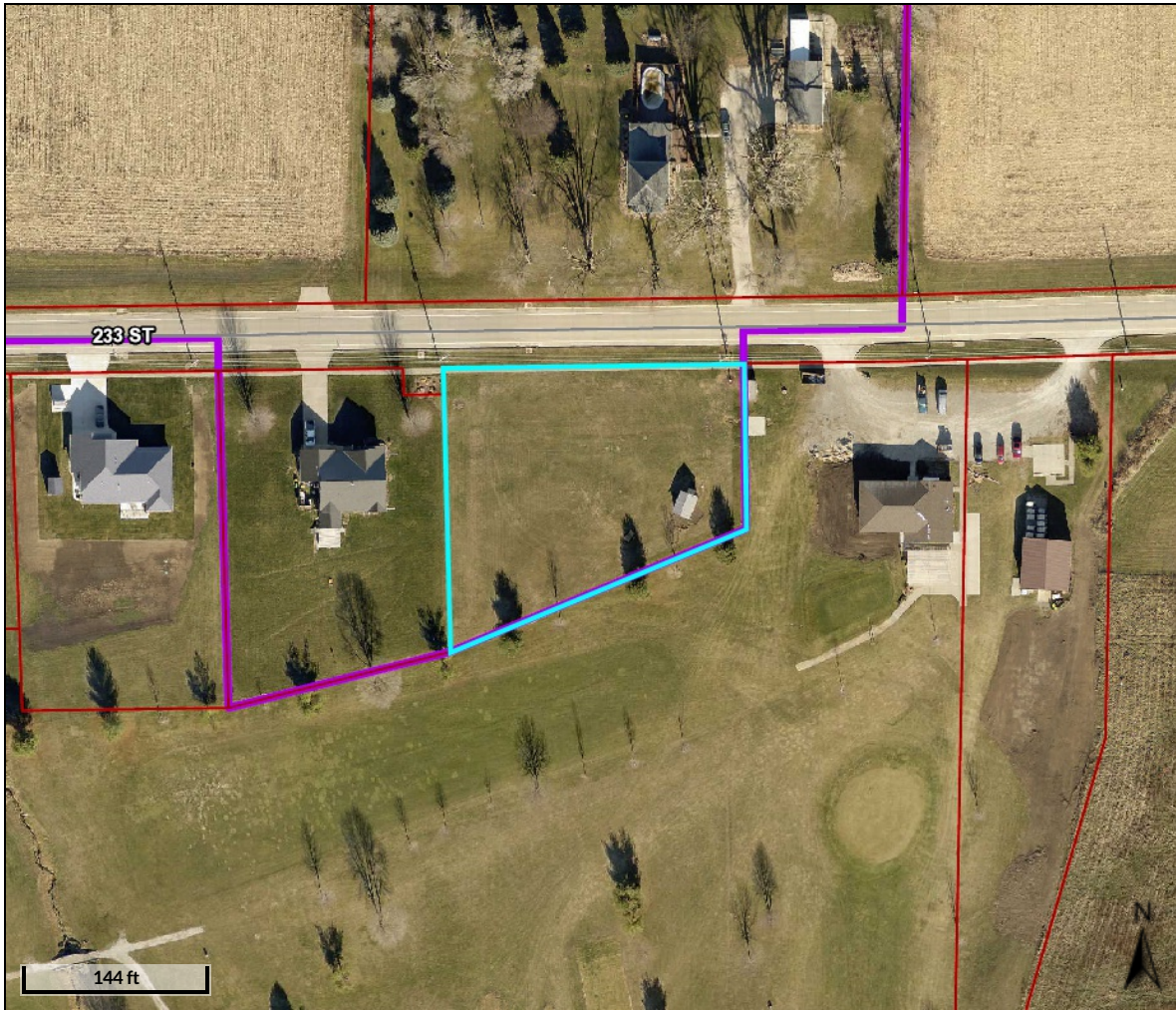

Michael A. Judge, Member

STATE OF IOWA, COUNTY OF MARSHALL

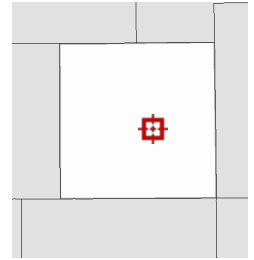
This record was acknowledged before me on Oct 10, 2019, by Michael A. Judge as Member of Superior Rentals, L.L.C.


Signature of Notary Public





Overview



Legend

-  Parcels
-  Corporate Limits
-  Roads
- Major Highways**
 -  U.S. Hwy 30
 -  Hwy 330
 -  State Paved

Parcel ID	8318-09-176-002	Alternate ID	n/a	Owner Address	ALLISON, ARCHIBALD S 2430 233RD ST MARSHALLTOWN, IA 50158	Last 2 Sales			
Sec/Twp/Rng	09-83-18	Class	RESIDENTIAL			Date	Price	Reason	Qual
Property Address	2430 233RD ST MARSHALLTOWN	Acreage	n/a			10/10/2019	\$12000	Vacant lot	U
						5/12/2017	\$8500	Vacant lot	U
District Brief	640244-TIMBER CREEK TWP/MTOWN SCH/HAVERHILL FIRE								
Tax Description	LOT 2								
	(Note: Not to be used on legal documents)								

Date created: 5/20/2021
Last Data Uploaded: 5/20/2021 7:12:36 AM

Developed by  **Schneider**
GEOSPATIAL

MARSHALLTOWN

— I O W A —

May 24, 2021

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Voluntary Annexation of 2430 233rd Street, Marshalltown, IA 50158

Policy Issue: The City of Marshalltown and Marshalltown Waterworks have requirements that if a development is requesting a connection and is located outside of the corporate City limits the owner must request Voluntary Annexation. The City Council will review the request and may choose to accept the request or decline the request. The property located at 2430 233rd Street, owned by Archibald and Julie Allison is currently in the county adjacent to City limits. They are building a new single-family residential dwelling and have requested water service from Marshalltown Waterworks and Sewer Connections from the City of Marshalltown. In turn they have submitted the voluntary annexation application to the City.

Recommendation: It is the recommendation of staff that the annexation application be accepted and the process be completed which includes a public hearing and notification to Marshall County, the Iowa DOT, the Secretary of State, and each public utility. A resolution is attached setting the public hearing for Monday, June 28, 2021.

Background: The City limits were extended around this property on May 2, 2000.

Budget Impact: There is not a fee for application unless the property is tax-exempt. In the future the property would pay City property taxes.

Attachment: Resolution setting the public hearing and application

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE OF LOT 1 AND LOT 2 OF THE VIEJO BLUFFS FIRST
ADDITION HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA, TO IOWA RIVER HOSPICE INC**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to Iowa River Hospice Inc; and

WHEREAS, the consideration for the transfer of the real estate to Iowa River Hospice Inc, as set forth in Section 1, is the full sum of \$261,000.00 (Two Hundred Sixty-one Thousand and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to Iowa River Hospice Inc is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to Iowa River Hospice Inc of the property described as follows, to-wit:

LOT 1:

A PART OF VIEJO BLUFFS FIRST ADDITION, INCLUDED IN AND FORMING A PART OF THE CITY OF MARSHALLTOWN, COUNTY OF MARSHALL, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M; THENCE S00°04'00"E, 336.05 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY OF EAST MERLE HIBBS BOULEVARD, S89°28'15"W, 249.07 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY 297.38 FEET ON A 735.00 FOOT RADIUS CURVE CONCAVE NORTHEAST HAVING A LONG CHORD BEARING N78°56'19"W, 295.35 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY, N67°20'52"W,

299.26 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY 322.16 FEET ON A 821.38 FOOT RADIUS CURVE CONCAVE SOUTHWEST, HAVING A LONG CHORD BEARING N78°00'30"W, 320.10 FEET; THENCE ALONG THE EAST LINE OF LOT 5 OF WAL-MART 2ND ADDITION TO MARSHALL, N00°14'44"W, 105.31 FEET; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, S89°43'35"E, 1128.29 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 6.43 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LOT 2:

A PART OF VIEJO BLUFFS FIRST ADDITION, INCLUDED IN AND FORMING A PART OF THE CITY OF MARSHALLTOWN, COUNTY OF MARSHALL, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M; N89°27'06"E, 432.87 FEET; THENCE S00°31'44"E, 336.18 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY OF EAST MERLE HIBBS BOULEVARD, S89°28'15"W, 435.58 FEET; THENCE N00°04'00"W, 336.05 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 3.35 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The consideration for such conveyance shall be the sum of \$261,000.00 (Two Hundred Sixty-one Thousand and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 28th day of June 2021, and signed this ____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 31.047 ESTABLISHING THE BOARD OF COMMUNITY CENTER TRUSTEES

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted an ordinance in 1969 to establish a Municipal Art Gallery within the Fisher Community Center and to create a Board of Community Center Trustees for the Fisher Community Center with the principal function of administering said Municipal Art Gallery; and

WHEREAS, the Fisher Governor Foundation, which owns the Fisher Community Center, has requested the City of Marshalltown eliminate the Fisher Community Center Board of Trustees as a duplication of the Fisher Governor Foundation Board of Trustees which is responsible for the oversight and maintenance of the Fisher Community Center including but not limited to administration of the art gallery situated therein; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to repeal Section 31.047 of the City Code establishing the Board of Community Center Trustees.

NOW THEREFORE 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 repealing in its entirety, Section 31.047 of the City Code: “Board of Community Center Trustees.”

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 #15021 repeals the ordinance which creates the Fisher Community Center Board of Trustees and the duties assigned to this Board.

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

Bridge Evaluation Report

South Center Street Bridge over UPRR Rail Yard and Madison St.

City of Marshalltown
Marshalltown, IA

Draft
June 2021



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Executive Summary

The city of Marshalltown has determined that South Center Street Bridge over the Union Pacific Railroad (UPRR) yard and mainline track and Madison Street needs rehabilitation.

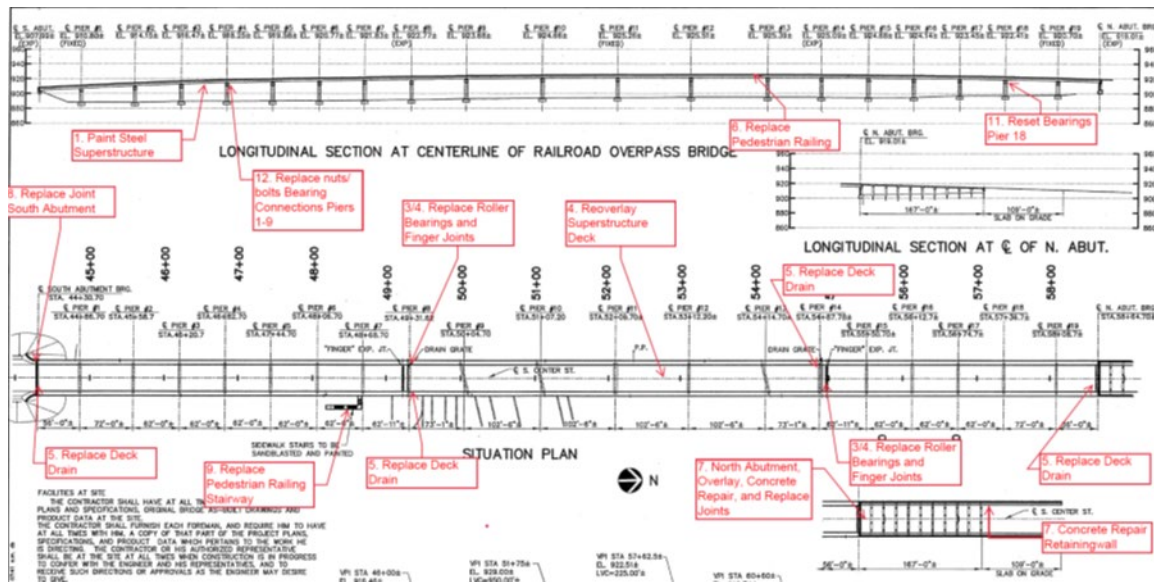
The 1703 ft. 2 in. by 36 ft. rolled steel beam bridge was built in 1951 and the 8 in. deck was overlaid in 1977. The structure carries approximately 11,100 vpd. with 0% trucks (2013). There are sidewalks (4 ft. - 4 ¼ in.) on each side of the bridge that are separated from the roadway with a rectangular (10 in. x 2 ft.) concrete retrofit barrier.

The objective of this Structure Evaluation Report is to identify the functional needs of the bridge and recommend a project that will reduce future maintenance. Based on a review of inspection records, the field evaluation of April 5th and 6th, 2021, material testing, and discussions with the City of Marshalltown Engineering Department, the following recommended rehabilitation options have been summarized below. The repair/rehabilitation work is listed with the more extensive repairs listed first. Cost estimates are based on the bridge being closed during the repairs and depending on the extent of the repair, estimated closure time for repairs would be 4 to 6 months. The final goal is to provide an economical rehabilitation/repair project, to extend the life of the bridge an additional 20 to 25 years.

Items that are included in this review are listed below and in addition the locations of the proposed repairs are shown on Figure ES-1 below:

1. Paint System Superstructure
2. Roller Bearings and Supports (Near Pier 8 and 14)
3. Finger Expansion Joints (Near Pier 8 and 14)
4. Bridge Deck and Overlay
5. Deck Drains
6. Pedestrian Railing
7. North Vaulted Abutment

8. South Abutment
9. Stairway
10. Separation Barrier
11. Pier 18 (Excessive tipped bearings)
12. Bearing/beam connections, Piers 1 to 9 (Lost/loose nuts)
13. Pier Cantilevers (minor cracking)
14. Repair Evaluation & Summary



Longitudinal Section and Situation Plan Showing Repair Locations
Figure ES-1

1. Paint System Superstructure

No existing painting plans were available and a search of the Iowa DOT data base did not provide any additional information. Rough estimates are that the current bridge coating is at least 20-30 years old and possibly older. Repainting of existing steel bridges are costly with the requirements of removal and containment during the painting process. Additional costs are expected with this work to be completed over the UPRR yard and mainline track. Due to the high cost of repainting, partial painting (zone painting) is an option that could be used for this project. Zone painting of the joint locations or a larger section where loss of paint is more noticeable could be considered. An additional option would be to delay the repainting as a future stand-alone project.

Painting options with cost estimates (which include removal, containment, disposal, repainting, and 10% contingency) are listed below:

- Zone painting of expansion joint locations (south abutment, near piers 8 and 14, north abutment), 6 ft each side of the joints (\$120,000).
- Zone painting of south areas of bridge and over UPRR, approximately 750 ft. length (\$1,200,000).

- Complete repainting of full bridge included with current project (\$2,200,000).
- Complete repainting of full bridge separate future project (\$2,500,000).

2. Roller Bearings

(Located 8 ft. 9 in. south of Pier No. 8 and 8 ft. 9 in. north Pier No. 14)

Due to the open finger joints above the roller bearing and steel support system, the bearings, bearing plates, stiffeners, and support beams have a severed corrosion problem. The interior beam supports have the greatest amount of deterioration, which is a concern for the load carrying capacity of these supports. Repairs for this location will be more involved due to the confined space, limited time to repair over the UPRR ROW, and the need for temporary supports. The following repair recommendations should be considered:

- Based on current conditions, the bridge should be posted for a reduced loading (cars and pickups only) until temporary supports are installed.
- The posting should be maintained until repairs are completed or temporary supports are installed.
- For a permanent repair, it is recommended that the existing support system and bearings be removed and a new support system bolted in place. New laminated neoprene bearing with a TFE sliding surface could be installed.
- Replacement of the support will require removal of the expansion joint and the estimated repair costs are included with the expansion joint replacement (Item No 3) below.

3. Finger Expansion Joints

(Located 8 ft. 9 in. south of Pier No. 8 and 8 ft. 9 in. north Pier No. 14)

The finger joints located above the roller bearing supports near Pier No. 8 and Pier No. 14 were installed with the initial construction in 1951. Raised bars were welded to the top of the fingers with a low slump overlay in 1977. Currently, there are numerous loose and missing raised bars (two of the bars were found on the roller bearing support below the joint. There is a vertical misalignment of the fingers (approximately 1 in.) at the Pier No 14 joint.

To replace the roller bearings and supports, the existing finger joints will need to be removed; therefore, the recommendations and estimated cost below include replacement of the roller bearing systems and expansion joints (items 2 and 3 combined):

- Removed and replace with a similar galvanize finger joints. Recent projects have shown a higher cost for finger expansion joints used in joint replacement. Total costs with 10% contingency are approximately \$915,000 for the two locations.
- Remove and replace with a modular joint to seal the expansion area. This cost includes replacement of the joint, bearing and bearing supports. Total costs with 10% contingency are approximately \$840,000 for the two locations.

4. Bridge Deck and Overlay

The GPR (ground penetrating radar) evaluation and corings show an overlay cover of 3-4 inches. Fifteen concrete cores were tested for compressive strength and the strength test values were high varying from 5770 psi to 11,630 psi with an average value of 7337 psi. Deck cores were also tested for chloride content and permeability. The testing showed good values with low chlorides and low permeability in the 1.5 to 3 inch depth of the overlay above the existing reinforcing. See Tables 3 and 4 from the Laboratory Evaluation of Concrete Cores report in Appendix F.

Based on the condition of the deck, rather than a complete reoverlay, an alternate partial overlay could be considered. Regrinding of the existing overlay surface for texture and a partial overlay of the north vaulted abutment slab due to longitudinal and transverse cracking, found during the field review, would be recommended.

Estimated cost for a partial overlay (north abutment) are as follows:

- Longitudinal grooving (\$27,500)
- Remove existing overlay (\$15,000)
- New overlay (\$50,000)
- Class A repair (\$20,000)
- Total with 10% Contingency ~ \$115,000**

Even with the current condition as noted above, estimating remaining service life of the overlay is difficult. Typically, the DOT estimates overlay life around 20-25 years, which has been exceeded for this overlay. However, based on Stanley Consultants' experience with similar projects, it is estimated up to another 10-15 years of service life could be achieved.

An additional option would be to grind the deck and provide a thin epoxy overlay. Epoxy overlays in Iowa have seen limited use and bid cost may be higher because of the limited contractor experience (\$130/sq. yd.). Reviewing information and reports on epoxy overlays, they do not recommend using on bridge decks with higher chloride contamination, which was shown in the top layers of the current overlay. Because of estimated costs and the age of the current overlay, it would be difficult to recommend an epoxy overlay option.

Estimated costs for a methacrylate polyer overlay (includes preparation, application, and 10% contingency:

- Epoxy Overlay (\$831,480)
- Total with 10% Contingency ~ \$915,000**

An alternate option would be to consider a complete removal of the existing overlay and a reoverlay. Estimated cost of a complete reoverlay are as follows:

- Remove existing overlay (\$125,000)
- New overlay (\$480,000)
- Class A repair ((\$120,000)
- Total with 10% Contingency ~ \$800,000**

5. Deck Drains

(south and north abutment, Pier No. 8, and Pier No. 14)

The current drainage system consists of full width grates that were installed to catch as much of the storm water as possible before reaching the open expansion joints. The grates were raised with the overlay Des No 177 but are still from the original design. Visual inspection found deterioration of the grates, partial clogging, and the connections sounded broken/loose when traffic crossed them. Due to its age and condition, the deck grate system should be considered for replacement. The collection system below the deck was replaced in the recent Des No. 205 with a galvanized steel gutters and appears to be functioning properly.

Assuming replacement of the expansion joint with either a waterproof modular joint or a new finger joint with a new system to protect the bearing supports from storm water, the deck drains could be replaced with a more conventional Iowa DOT gutterline aesthetic drain that could use the existing 2005 galvanize gutters for moving the water to the storm sewers.

Repair of 4 locations:

Remove existing drain/portion of deck (\$60,000)
Structural Concrete Misc (\$70,000)
Reinforcing - epoxy coated (\$5,000)
New deck drains (8 total - \$32,000)
Total with 10% contingency ~\$185,000

6. Pedestrian Railing

The post and portions of the railing panels were replaced and repainted in 2005 as part of the repair project. The coating for the existing railing has begun to peel off in areas, and the current railing vertical picket spacing of 6 in. (5¼ in. opening) does not meet AASHTO requirements for 4 in. pass through for pedestrian safety. A retrofit to satisfy the 4 in. pass through and repairing or complete replacement should be considered for the railing. With the UPRR ROW located below the bridge, a 10 ft. tall rail replacement will likely be required by UPRR for any replacement rail.

Options for repair/replacement are as follows:

- Repaint and retrofit existing system to comply with 4 in. pass through (+/- \$100,000).
- Replace with a chain-link fence (\$65/lin. ft., 3500 lin. ft. total cost with ~10% contingency, Total = \$250,000).
- Replace with a decorative railing and duplex coating systems (\$200/lin. ft., 3500 lin. ft. total cost \$700,000 with ~10% contingency Total = \$770,000).

7. North Vaulted Abutment

With the arrangement of the fixed bearings at Pier No. 19, the abutment expansion joint has expansion movement only for the 56'-0 end span (~5/16 in of moment). The original expansion joint (Des No 2046) is still in place on the deck side and was raised with welded plates during the overlay (Des No. 177). The joint was replaced on the abutment side with an angle for a compression

seal during the same repair. The compression seal was replaced with the most recent repair (Des No. 205). Based on the inspection reports and site visit, the joint is leaking and allowing debris to fall on the abutment seat.

The outside faces of the west wall of the abutment have spalled and deteriorated areas around the pedestrian railing and also on the vertical face of the abutment. Inside areas of the vaulted abutment were repaired with the 2005 project (93 sq. ft. of repair area shown in 2005 plans). Upon examination of the inside of the abutment, it was found that repairs had deteriorated due to leakage in the joints between the concrete slab units.

The inside area of the abutment is currently being used by a local gun club for a shooting range. In order to complete the repair of the inside area, portions of the ventilation and lighting will need to be temporarily removed for the repair work to be completed properly.

Along with recommendations for a reoverlay of the abutment deck, the following work should be considered for the north abutment:

- New expanding foam joint/small strip seal south side (38 lin. ft., \$12,300)
- Removal as per plan, existing joint (\$15,000)
- Structural Concrete (4 cu. yds., \$12,000)
- Epoxy Reinforcing Steel (\$1,000)
- Installation of small expansion joints (or poured joints) between the concrete slab units (148.8 lin. ft., \$15,000)
- Concrete Repair – Inside and outside abutment and retaining wall (95 sq. ft. inside, 25 sq. ft. outside, and 15 sq. ft. retaining wall, 135 sq. ft. total, \$40,500)
- Total repair for north abutment with 10% contingency, \$105,000**

8. South Abutment

With the arrangement of the fixed bearings at Pier No. 1, the abutment expansion joint has expansion movement only for the 56'-0" end span (~5/16" of movement). The original expansion joint (Des No. 2046) is still in place on the deck side and was raised with welded plates during the overlay (Des No. 177). The joint was replaced on the abutment side with an angle for a compression seal during the same repair. The compression seal was replaced with the most recent repair (Des No. 205). Based on the inspection reports and site visit, the joint is leaking and allowing debris to fall on the abutment seat.

Recommendation would be to replace the expansion joint at the south abutment with an expanding foam joint or small extrusion strip seal joint. Estimated cost:

- New expanding foam joint/small strip seal south side (38 lin. ft., \$12,300)
- Removal as per plan, existing joint (\$15,000)
- Structural Concrete (4 cu. yds., \$12,000)
- Epoxy Reinforcing Steel (\$1,000)
- Total repair for south abutment with 10% contingency, \$45,000**

9. Stairway

(Pier No. 7)

In discussion with the City Staff, direction was given to include a repair of the stairway located near Pier No. 7. The cost of repainting and railing upgrade will be included in the pedestrian railing repair and overall painting cost. Additional investigation will be required into possible ADA requirements based on the level of repair. Estimated cost included with pedestrian railing.

10. Separation Barrier Rail

The 10 in. x 2 ft – 0 in. separation barrier was installed with the Des No 205 repair and includes epoxy coated reinforcing. Reviewing the inspection report there were some small areas of deterioration that should be repaired. Cost of the repair would be minimal for this project. Estimated repair cost \$5,000.

11. Pier 18

(Excessive tipped bearings)

During the field exam, the rocker bearings at Pier 18 appeared to be tipped excessively for the temperature that day. Recommendation for resetting the bearing should be included in the repair work. Estimated repair cost \$30,000.

12. Bearing/Beam Connections, Piers 1 to 9

(Lost/loose nuts)

During the field exam, a number of the bearing bolted connections to the beams were found to have loose or lost nuts and bolts. Some of the nuts had been gone for some time with the bolts having been painted without the nuts. Recommendation are to replace the lost nuts/bolts and tighten to specifications during the repair. Estimated repair cost \$5,000.

13. Pier Cantilevers

(Minor cracking)

Minor cracking was found in some of the pier cantilever units during the field exam. Recommendations would be to epoxy inject the areas similar to what was done for the 2005 repair. Estimated repair cost \$5,000.

14. Repair Evaluation & Summary

To complete all the work listed in this report, the estimated cost would be approximately \$5,000,000. With the understanding that there may be funding limits on the amount of work that can be completed with the current project, Stanley has listed the work in two priority levels. Level 1, lists work that we feel should be completed with this project and Level 2 lists work that could be delayed for a future project when more funding would be available. Cost estimates are based on the bridge being closed during the repairs and based on the work included in this project, the estimated closure time required would be 4-6 months. Shorter closure times could be considered

but would increase the construction costs. Below is a summary of the two levels and estimated costs:

Level 1- Work that should be completed with this project:

1. Paint System Superstructure, zone painting of joint areas (\$120,000)
2. and 3 Roller Bearings and Finger Joint Replacement (\$840,000)
5. Deck Drain Replacements (\$185,000)
6. Pedestrian Railing, painting/retrofit (\$100,000)
7. Repair Joints and Overlay North Vaulted Abutment (\$115,000+\$105,000=\$220,000)
8. Repair Joints South Abutment (\$45,000)
10. Separation Barrier Repair (\$5,000)

Total Repair Cost Level 1 (\$1,515,000)

Level 2 - Repair work that could be delayed 10 to 15 years

1. Complete Repainting (\$2,500,000)
4. Reoverlay-North Abutment (\$800,000-100,000=\$700,000)
6. and 9. Pedestrian Railing/Stairway Replacement (\$770,000)
11. Pier 18 Tipped Bearing, 12. Bearing/Beam Connections 13. Pier Cantilevers (\$40,000)

Total Repair Cost Level 2 (\$4,010,000)



DOWNTOWN IMPLEMENTATION PLAN

Marshalltown, Iowa . June 2021 **DRAFT**



Acknowledgements

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MARSHALLTOWN
— I O W A —



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Public Participants

Thanks to all the community members that participated in the project by contributing valuable feedback and input along the way.

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Executive Summary

01



A plan for
implementing
the vision.

Project Scope of Work



Figure 1: Main Street Looking East, March 2021

BACKGROUND

In the fall of 2020, the City of Marshalltown issued an RFP for completion of Phase II of the Downtown Planning Study. Through a competitive selection process, Bolton & Menk was hired to complete the next phase of planning for the future of the downtown Central Business District (CBD). The purpose of this planning process was to take a deeper dive into the outcomes of the Downtown Master Plan completed in 2019 and explore in greater detail, the recommendations of the phase one plan. The outcome of this process is entitled the Downtown Implementation Plan, as the recommendations included in the following sections, describe how the City will implement the 2019 plan.

One of the critical success factors of the Downtown Implementation Plan was to not repeat the information gathering process or community input solicitation of the previous phase, but build upon it. The charge of the design team was to take the outcomes of the initial phase, test the recommendations, refine them and determine which recommendations should stay, change or go away entirely.

PROJECT COMPONENTS

The Downtown Implementation Plan includes four main elements:

1. **Angled Parking Analysis for on-street parking in the CBD.**
Public input gathered in the Downtown Master Plan process suggested that community members sought to increase the quantity of on-street parking spaces and consider angled parking throughout downtown. While angled parking may be an appropriate parking type for some streets, there are pros and cons with it just like parallel parking and it should be implemented carefully, to the right dimensions and only in the right circumstance. This was studied in great detail, for every street in downtown. The parking and circulation map on **Page 33**, identifies the locations of where angled parking is



Figure 2: Perspective Rendering of Proposed Improvements at the Main St / Center St Intersection

recommended for downtown Marshalltown. Roadway cross sections for each parking configuration accompany the map and illustrate the minimum roadway dimensions needed to accommodate the parking and circulation combination. Information in **Section 03**, details specific recommendations relating to the parking in downtown.

2. **One-way to two-way conversion of Church Street and Linn Street.** This has long been the subject of debate when considering changes to downtown streets. As again explored in the Downtown Master Plan, there was considerable support for finally making the switch back to two-way traffic on Church and Linn Streets. While the reasoning for this initial change over twenty year ago can be debated, what is certain is that one-way streets are rarely beneficial in a downtown setting. One-way streets often encourage higher speeds and are a means of getting people through downtown, faster. The goal for downtown streets is to get people where they are going, safely. They are a means of getting to and from goods and services and shouldn't serve as a thoroughfare through downtown. **Section 04**, describes the incremental steps that are necessary for "flipping the switch" on Church and Linn Streets and converting them back to two-way streets. While this process may seem quick and easy, there are several factors that will need to be considered and planned for to make this transition happen. Key elements of that process include:

- *Modifying stop control at signalized intersections. Where signals are warranted, such as Hwy 14/3rd Ave, this will require updating the traffic signal for two-way traffic. At other intersections it means re-evaluating the appropriate means at those intersections.*
- *Adding bumpouts at certain intersections to improve the viewshed to on-coming traffic.*
- *Trimming trees and removing obstructions that may previously not have been an issue for one-way traffic.*
- *Widening certain segments of the roadway to allow two-way traffic and parked vehicles.*
- *Re-striping the roadway and adding signage.*

Community members and visitors alike will need education and reminders to this change, as it will be something new and different.

It is imperative to roll-out each phase of implementing the two-way traffic change with adequate public outreach, education and signage.

3. **Pavement Assessment of roadway, sidewalk and alley pavement throughout the CBD.** Pavement conditions in downtown have deteriorated significantly in recent years due to the impact of natural disasters, heavy equipment and increased wear and tear. Understanding that the pavement in downtown is only a portion of the pavement resources throughout the community, it was imperative to develop a Pavement Management Plan (PMP) for downtown that considers various alternatives for repair or replacement. Data on the existing pavement conditions were collected and evaluated, then paired with different budget constraints to develop pavement management scenarios for improving conditions in downtown to an acceptable level. The outcomes of this study identified a sequential order for which segments of street pavement should be repaired/ replaced, based on the existing conditions and anticipated life left in each particular segment. This information was then used to develop a phasing strategy for implementation of the plan recommendations. Refer to **Section 05** for an overview of the Pavement Assessment.
4. **Streetscape enhancements for right-of-way improvements throughout downtown.** Incorporating beautification enhancements back into downtown is pivotal to restoring its character. With the determination of parking and circulation improvements, street trees, landscaping, monumentation and decorative elements are incorporated into the streetscape design for the CBD. These are the elements that work together to create a 'sense of place' and will contribute greatly to the vitality of downtown Marshalltown by attracting visitors and generating more trips to downtown.

The design of streetscape enhancements needs to be executed thoughtfully and consider not only the implementation costs but also the life cycle maintenance and input costs associated. **Section 06** breaks down specific components of the streetscape enhancements recommended for downtown and further describes important details that should be considered with each project. The following narrative provides a summary of various recommendations for the Downtown Implementation Plan.

The Plan

PLAN RECOMMENDATIONS

Each section of this plan describes strategic improvement strategies that were derived from the previous planning study and again revisited with public input and a technical evaluation for what fits best for downtown and what will allow the City to successfully implement the goals of the Downtown Master Plan. The following provides an overview of some of the more significant changes that are recommended for Downtown Marshalltown:

ROADWAY AND UTILITY REPLACEMENT -

While the pavement assessment suggested a combination of repair / rehabilitation options, upon further examination of the existing water main network in downtown and coordination with Marshalltown Water Works, it was determined that water main replacement is warranted for every street in downtown when identified for replacement/repair. The existing water mains in downtown date back to the early 1900's and some of the newest water main is still nearly 80 years old.

In most instances the replacement of the water main will necessitate full reconstruction of the roadway pavement. As result, the recommendations and phasing costs included in this plan, reflect complete water main/ service replacement as well as full reconstruction of the streets and sidewalks for nearly every roadway segment in the CBD.

To understand the order-of-magnitude of construction costs, the replacement of all storm sewer and sanitary sewer is included for each project.



Figure 3: Perspective Rendering of Proposed Mid-Block Bumpout Along Main Street.

MAIN STREET PARKING –

Angled parking will be accommodated on the south side of the street, with parallel parking on the north side. The angled parking will wrap all four sides of the Courthouse square. The overall width of Main Street will be widened by two feet to accommodate the parking change.

BIKE FACILITIES / CIRCULATION –

On-street bike lanes will continue up Center Street, providing a strong north / south connection into downtown. With the changes to parking on Main Street, bike lanes will be removed from Main Street.

A two-way cycle track will be installed on State Street to serve as the primary east / west bicycle route through downtown.

PEDESTRIAN ALLEY IMPROVEMENTS –

Improving the walkability in downtown is a priority of this plan. One of the strategies for achieving this goal is to provide and enhance more options for pedestrians to get to their destination. Converting certain alleys to pedestrian only routes, will allow pedestrians to access public parking lots more efficiently.

Removable bollards, pedestrian lighting, visual quality improvements and partial pavement patching is anticipated at the locations identified on the Pedestrian Alley & Walkability Diagram.

STREET TREES AND LANDSCAPING –

Street tree corridors are identified for State Street, Main Street and on all four sides of the Courthouse square. Street trees will be provided in landscape planter beds in certain instances, along with tree grates, as is proposed along State Street.

Specific recommendations for how and where street trees are planted is provided in the street tree section of the streetscape improvements. Landscape beds are planned along Main Street, around the square and at intersection and mid-block bumpouts throughout the CBD.



Figure 4: Example Image of Two-Way Cycle Track Proposed for State Street

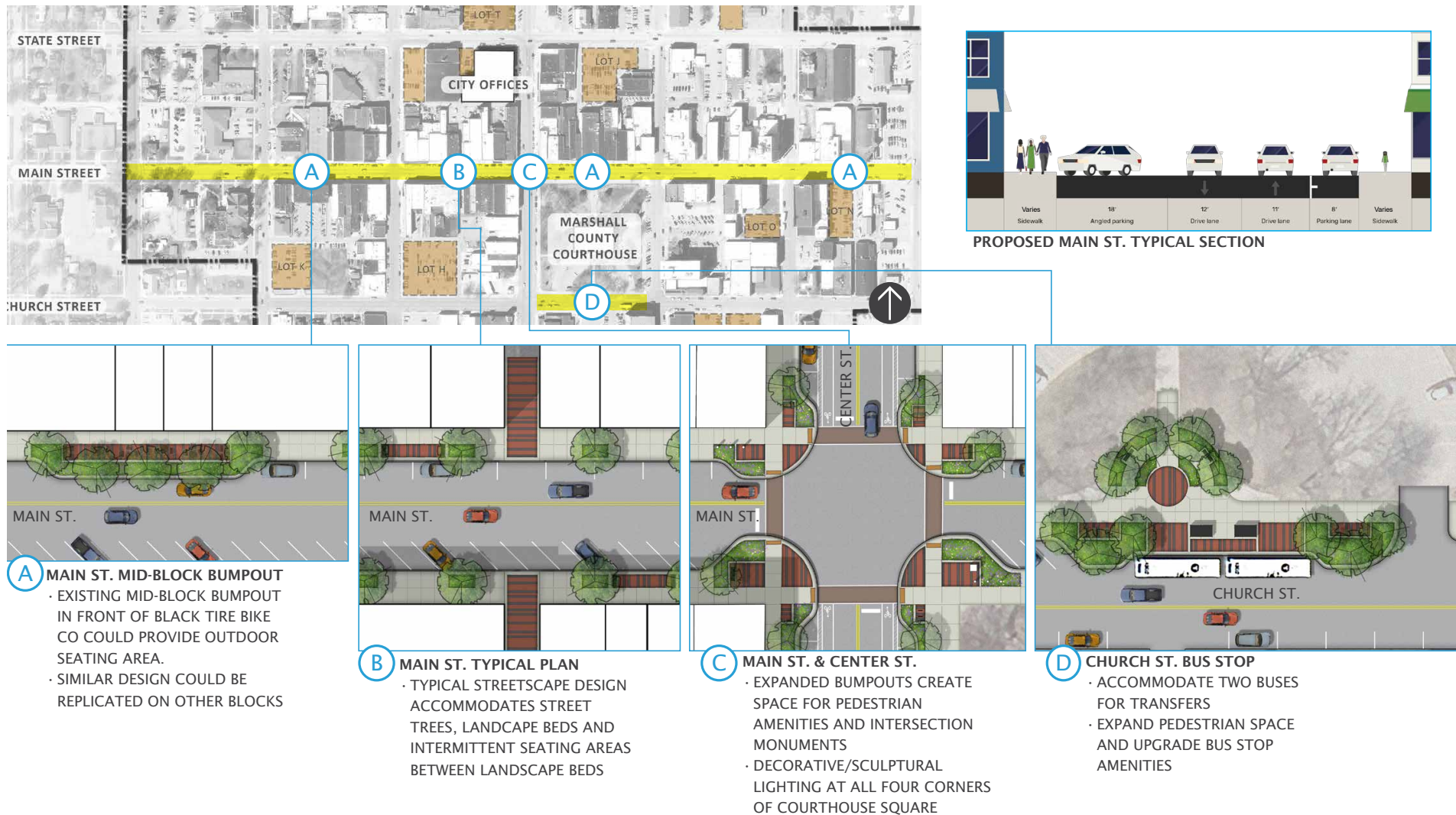


Figure 5: Proposed Typical Streetscape Improvements for Main Street and the Courthouse Square

GATEWAYS & MONUMENTATION –

Architectural gateways and intersection markers are proposed at primary routes into the downtown core and at primary intersections in the CBD, as identified on the Intersection Improvement Diagram.

Public input suggests that these elements should be a combination of materials that complement the historic architecture of downtown Marshalltown, with a sophisticated take on industrial finishes. Each monument should include lighting and be built with long-lasting materials that require minimal continual maintenance and upkeep.

ROADWAY AND DECORATIVE LIGHTING –

Roadway lighting has recently been replaced throughout downtown, with the exception of the decorative roadway lighting previously installed on Main Street and around the square. For the most part, existing roadway lighting is intended to remain in place with each phase of the implementation plan. If a particular phase includes moving curb lines to accommodate the proposed design, light pole/footing locations may need to be adjusted accordingly.

Decorative/sculptural lighting is proposed at each intersection on the Courthouse square. This will consist of columns of LED lighting with integrated metal and/or masonry features.

Increased public safety and encouraging evening/nighttime use of downtown were goals of the Downtown Master Plan and adequate lighting will contribute greatly to successfully achieving that goal.

ONE-WAY TO TWO-WAY CONVERSIONS –

Both Linn Street and Church Street are proposed to be changed back to two-way traffic to improve circulation in and out of downtown and create safer streets with lower speeds. Specific steps to implementing this change are detailed in **Section 04**.

As part of implementing changes to the Center Street intersections on Linn and Church, circular intersections are proposed to replace the traditional, signalized intersections. Traffic signals are not warranted at these locations and a circular intersection would improve vehicular and pedestrian safety, while creating a stronger gateway entrance into downtown from the Center Street viaduct.



Figure 6: Example Image of Gateway or District Monument Proposed at Downtown Gateway Locations

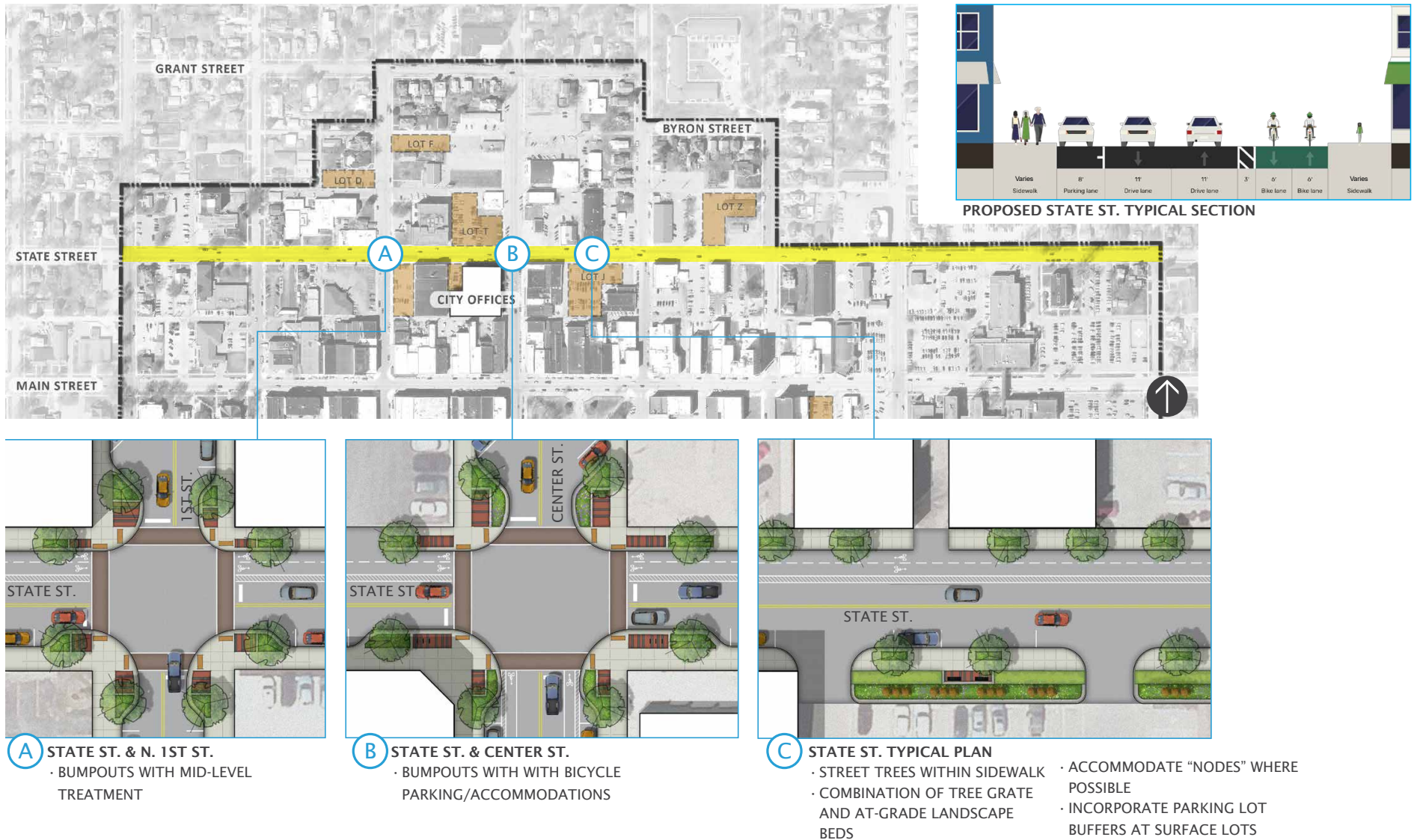


Figure 7: Proposed Typical Streetscape Improvements for State Street



Figure 8: Perspective Rendering of Proposed Cycle Track on State Street

The Investment

CONSTRUCTION COST SUMMARY

Implementing the proposed recommendations of this plan will take commitment from the City Council and other community partners. There is a significant amount of disrepair in the CBD and when the proposed improvements are coupled with complete utility replacement and full depth concrete pavement reconstruction of the streets and sidewalks, the total cost of construction is estimated at approximately \$35 Million. This is a significant investment and it will take several years to accomplish.

It is intended that this plan will be implemented in a series of phases. The location of each phase is identified on the Implementation Phasing Plan. Each phase was developed through analysis of data from the pavement assessment and considers the location, scale of project and overall cost for each segment or roadway in downtown. The following includes a cost summary of each project/phase identified on the phasing plan. The project costs include the estimated construction costs, including design/engineering fees and construction contingency. A detailed breakdown of each project / phase is included in **Section 07 – Implementation Phasing**.



Figure 9: Perspective Rendering of Intersection Bumpout Amenities at Center St / State St Intersection

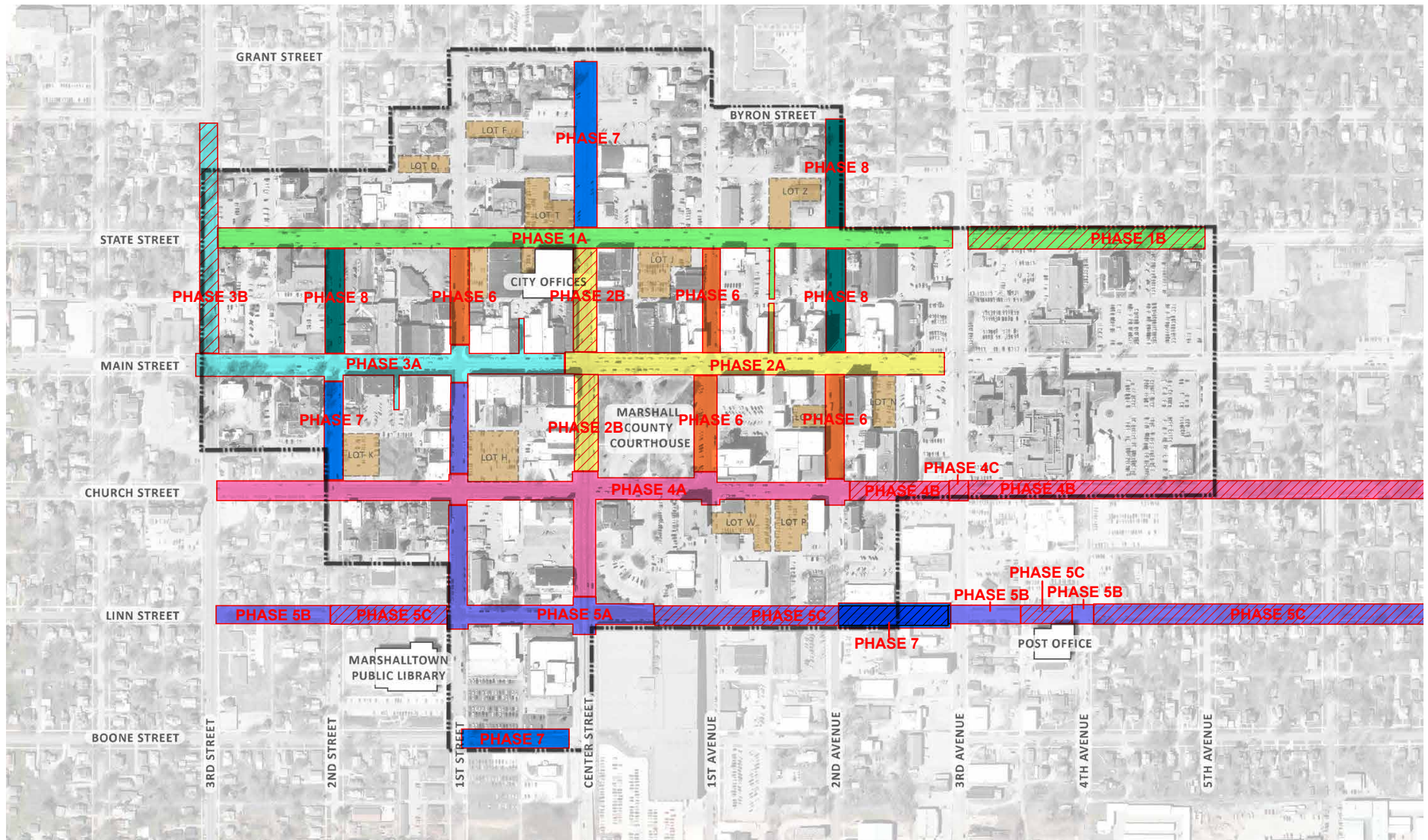


Figure 10: Implementation Phasing Plan

PHASE 1	PHASE 1A - STATE STREET	PHASE 1A - PEDESTRIAN ALLEY	TOTAL PHASE 1A	PHASE 1B - STATE STREET	TOTAL PHASE 1
Subtotal Construction	\$ 4,515,368.00	\$ 35,050.00	\$ 4,550,418.00	\$ 63,820.00	\$ 4,614,238.00
Construction Contingencies 20%	\$ 903,100.00	\$ 7,000.00	\$ 910,100.00	\$ 12,800.00	\$ 922,900.00
Opinion of estimated Construction Cost	\$ 5,418,468.00	\$ 42,050.00	\$ 5,460,518.00	\$ 76,620.00	\$ 5,537,138.00
Subtotal Engineering (16.7%)	\$ 904,000.00	\$ 7,010.00	\$ 911,010.00	\$ 14,000.00	\$ 925,010.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 6,322,468.00	\$ 49,060.00	\$ 6,371,528.00	\$ 90,620.00	\$ 6,462,148.00
COST PER BLOCK	\$ 1,053,744.67			\$ 45,310.00	

PHASE 2	PHASE 2A - MAIN STREET	PHASE 2A - PEDESTRIAN ALLEY	TOTAL PHASE 2A	PHASE 2B - CENTER STREET	TOTAL PHASE 2
Subtotal Construction	\$ 2,801,202.00	\$ 35,050.00	\$ 2,836,252.00	\$ 1,416,878.50	\$ 4,253,130.50
Construction Contingencies 20%	\$ 560,200.00	\$ 7,000.00	\$ 567,200.00	\$ 283,400.00	\$ 850,600.00
Opinion of estimated Construction Cost	\$ 3,361,402.00	\$ 42,050.00	\$ 3,403,452.00	\$ 1,700,278.50	\$ 5,103,730.50
Subtotal Engineering (16.7%)	\$ 561,000.00	\$ 7,010.00	\$ 568,010.00	\$ 284,000.00	\$ 852,010.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 3,922,402.00	\$ 49,060.00	\$ 3,971,462.00	\$ 1,984,278.50	\$ 5,955,740.50
COST PER BLOCK	\$ 1,307,467.33			\$ 992,139.25	

PHASE 3	PHASE 3A - MAIN STREET	PHASE 3A - PEDESTRIAN ALLEY	TOTAL PHASE 3A	PHASE 3B - 3RD STREET	TOTAL PHASE 3
Subtotal Construction	\$ 2,807,305.50	\$ 65,300.00	\$ 2,872,605.50	\$ 32,803.20	\$ 2,905,408.70
Construction Contingencies 20%	\$ 561,500.00	\$ 13,100.00	\$ 574,600.00	\$ 6,600.00	\$ 581,200.00
Opinion of estimated Construction Cost	\$ 3,368,805.50	\$ 78,400.00	\$ 3,447,205.50	\$ 39,403.20	\$ 3,486,608.70
Subtotal Engineering (16.7%)	\$ 562,000.00	\$ 13,090.00	\$ 575,090.00	\$ 6,000.00	\$ 581,090.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 3,930,805.50	\$ 91,490.00	\$ 4,022,295.50	\$ 45,403.20	\$ 4,067,698.70
COST PER BLOCK	\$ 1,310,268.50			\$ 45,403.20	

Figure 11: Phasing Cost Summary

PHASE 4	PHASE 4A - CHURCH STREET	PHASE 4B - CHURCH ST.	PHASE 4C - TRAFFIC SIGNAL		TOTAL PHASE 4
Subtotal Construction	\$ 3,902,932.50	\$ 134,120.00	\$ 46,000.00		\$ 4,083,052.50
Construction Contingencies 20%	\$ 780,600.00	\$ 26,800.00	\$ 9,200.00		\$ 816,600.00
Opinion of estimated Construction Cost	\$ 4,683,532.50	\$ 160,920.00	\$ 55,200.00		\$ 4,899,652.50
Subtotal Engineering (16.7%)	\$ 782,000.00	\$ 27,000.00	\$ 9,000.00		\$ 818,000.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 5,465,532.50	\$ 187,920.00	\$ 64,200.00		\$ 5,717,652.50
COST PER BLOCK	\$ 910,922.08	\$ 37,584.00			

PHASE 5	PHASE 5A - LINN STREET	PHASE 5B - LINN STREET	PHASE 5C - LINN ST.		TOTAL PHASE 5
Subtotal Construction	\$ 1,976,275.36	\$ 856,114.66	\$ 127,693.33		\$ 2,960,083.36
Construction Contingencies 20%	\$ 395,300.00	\$ 171,200.00	\$ 25,500.00		\$ 592,000.00
Opinion of estimated Construction Cost	\$ 2,371,575.36	\$ 1,027,314.66	\$ 153,193.33		\$ 3,552,083.36
Subtotal Engineering (16.7%)	\$ 395,000.00	\$ 172,000.00	\$ 25,000.00		\$ 592,000.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 2,766,575.36	\$ 1,199,314.66	\$ 178,193.33		\$ 4,144,083.36
COST PER BLOCK	\$ 922,191.79	\$ 599,657.33	\$ 35,638.67		

PHASE 6	TOTAL PHASE 6
Subtotal Construction	\$ 1,740,333.50
Construction Contingencies 20%	\$ 348,100.00
Opinion of estimated Construction Cost	\$ 2,088,433.50
Subtotal Engineering (16.7%)	\$ 348,000.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 2,436,433.50
COST PER BLOCK	\$ 609,108.38

Figure 12: Phasing Cost Summary (cont.)

PHASE 7	TOTAL PHASE 7
Subtotal Construction	\$ 2,336,183.06
Construction Contingencies 20%	\$ 467,200.00
Opinion of estimated Construction Cost	\$ 2,803,383.06
Subtotal Engineering (16.7%)	\$ 468,000.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 3,271,383.06
COST PER BLOCK	\$ 817,845.77

PHASE 8	TOTAL PHASE 8
Subtotal Construction	\$ 1,436,158.71
Construction Contingencies 20%	\$ 287,200.00
Opinion of estimated Construction Cost	\$ 1,723,358.71
Subtotal Engineering (16.7%)	\$ 287,000.00
TOTAL OPINION OF IMPROVEMENT COST	\$ 2,010,358.71
COST PER BLOCK	\$ 670,119.57

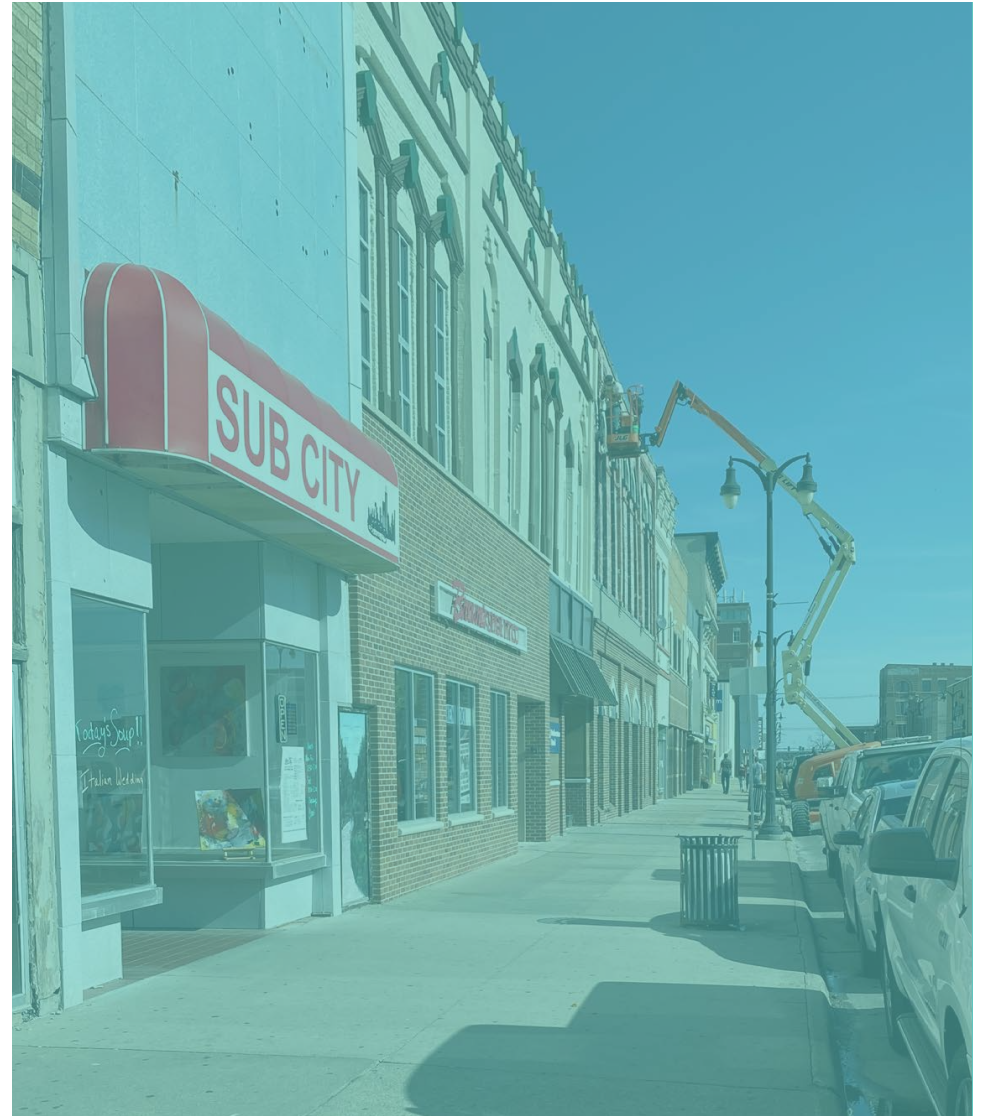
Figure 13: Phasing Cost Summary (cont.)

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Introduction

02

“Breathe life
back into
downtown.”



Implementation Plan Process

BACKGROUND

Downtown Marshalltown has historically been a place of activity, a blend of ethnic and cultural diversity, which caters to the function and vibrancy of the entire community. This is the place where residents from every corner of the community come together to shop, to dine, and to celebrate. There is a wealth of history here, it can be seen in the buildings that have stood the test of time, in the county courthouse and the downtown square and in the businesses that have survived good times and bad.

In the wake of the 2018 tornado, the city completed the 2019 Downtown Master Plan to develop the vision for how to rebuild the CBD and breathe new life into Marshalltown's urban core. Then in the summer of 2020, a derecho (visit <https://en.m.wikipedia.org/wiki/Derecho> for more information) cemented the need for a path forward, by wreaking additional havoc on the building facades, above ground utilities, street lights and whatever tree canopy that actually remained in the community. The 2019 plan presented not only beautification strategies and visual enhancements but rethinks the way downtown functions. Rethinking how vehicles and pedestrians circulate through downtown, how properties can be redeveloped, how buildings get "rebuilt", essentially rebuilding the foundation of downtown. When considering the life span of public infrastructure, determining the right approach for the future of downtown is essentially a once in a lifetime opportunity for the community.

PURPOSE OF THE PLAN

This document refines the recommendations of the 2019 Downtown Master Plan, provides additional details for implementing the master plan recommendations and identifies implementation phasing and budget expectations for constructing the proposed improvements. It is intended that this plan be implemented in a sequence that is based on the existing conditions of roadway pavement and utility infrastructure

studied in the fall of 2020. The recommendations included herein are not tied to a specific fiscal or calendar year but rather are developed in a chronological order that considers the life span of existing pavements and the forecasted wear and tear that is anticipated to continue deteriorating the pavement.

The plan details vehicular and pedestrian circulation routes, parking modifications, streetscape enhancements and landscaping treatments to be incorporated into the design of downtown streets when they are to be replaced. This document is a tool to help the City of Marshalltown approach change in the CBD. There is a lot of work to do in downtown Marshalltown to restore its' character and to cater to long-term growth and success of its' many businesses. The outcomes detailed in this plan will set the City up for successfully implementing positive change in downtown.

The recommendations of this plan are specific and well defined and collectively are a part of a cohesive vision for downtown that considers different modes of transportation and different uses. Downtown is a system, that relies on many moving parts. Careful planning and execution of each improvement project will be critical to promoting the successful outcomes of subsequent phases.

Community Engagement

INPUT & EDUCATION OPPORTUNITIES

Developing a complete understanding for how the community uses downtown, what they value about it's historic and current conditions, as well as what they envision for its future, were important first steps in the community engagement process for the Downtown Implementation Plan. Equally important to soliciting input, was providing education into the major topics that would be explored, how information would be collected and what it would be used for. The following describes the various input and education opportunities and tools used throughout the planning process.

Community Input Survey – A community input survey was created to evaluate recommendations of the 2019 Downtown Master Plan, as well as more detailed components of the right-of-way and streetscape conditions/expectations in downtown. Over 240 responses were collected over a five-week period. A summary of common themes derived from the input survey is provided on the following page. A complete summary of the survey feedback can be found in the plan appendix.

Educational Video Series – Members of the design team were filmed at various locations within the CBD, describing the major components of the project. Each video was four to eight minutes in length and briefly covered what information was to be evaluated throughout the project and why it was significant to the process of developing an implementation plan for downtown. The four-part series included the following videos:

1. **Introduction:** *A General overview of the project and how to participate in the input process*
2. **One-Way to Two-Way Conversion:** *How to implement the recommendation of the Downtown Master Plan of converting Church and Linn Streets back to two-way traffic*
3. **Pavement Assessment:** *Understanding the approach to*



DOWNTOWN Implementation Plan

Common Comment Map & Survey Themes



Condition of storefronts damaged by tonado and derecho are of considerable concern



Need for improved winter maintenance of sidewalks and streets



Interest in opportunities to convert empty lots to green space or parking as short-term transition



Need for better parking lot connections, signage, lighting, and security/safety



Desire for more outdoor dining spaces



Interest in converting alleys to pedestrian alleys for parking lot connections



Conditions of streets, sidewalks, and parking lots needs to be improved



Concern about angled parking due to negative experiences with parking on N 1st Street



The Church Street intersections at 1st Ave and Center Street are problematic



Two-way street conversion concerns:

- Impacts on parking
- Church and Linn Streets are too narrow in areas
- Traffic flow near the post office



Desire for green spaces and landscaping but concerned about long-term maintenance

Visit marshalltown-ia.gov/downtown to stay updated on the project!
Questions? Send an email to downtownmtown@bolton-menk.com

managing the pavement life cycle of downtown streets, alleys and sidewalks

4. **Streetscaping:** *Incorporating landscaping, beautification, pedestrian accommodations and vehicular circulation into a holistic improvement strategy to rebuild the vibrancy of downtown Marshalltown*

The purpose of the videos was to allow viewers to get a quick introduction to the project, develop a better understanding of the significance of the process and kick start thought generation about the future of downtown.

Steering Committee Meetings – 13 members of the Marshalltown community were selected to participate in the project Steering Committee. Participants included city staff, business owners, council members, active community members, community organization leaders and the mayor of Marshalltown. Throughout the duration of the project, this group held four meetings at critical project milestones to provide input, evaluate project progress and to review and discuss relevant topics important to the outcomes of the plan.

Online/Social Media Engagement – Presentation materials, project deliverables and regular updates were provided on the City's social media outlets throughout the duration of the project.

Virtual Open House – Due to the impact of COVID-19, it was imperative that community members be given an opportunity to participate in a project open-house from a remote location. To accommodate this, the design team presented the preliminary recommendations of the plan in a virtual presentation with approximately 50 community members in attendance. During the presentation, participants were polled for feedback regarding topics including:

1. *Circular Intersections at Church/Center and Linn/Center*
2. *Moving bike lanes from Main Street to State Street*
3. *Style of site furnishings*
4. *Including angled parking on Main Street*

Figure 14: Community Input Survey - Common Themes

In-Person Open House – Understanding that some community members may appreciate the option for an in-person open house event, the design team facilitated an opportunity for the public to view the presentation boards. This event coincided with the re-dedication open house of the newly renovated Veteran's Memorial Coliseum and was attended by approximately 50-60 people. During this event, community members were able to engage in conversations about the plan recommendations, ask questions and learn more about the project.

CONTINUED OUTREACH

What was learned from this process? In addition to the input survey summary, a general concern for public safety and the need for rehabilitation of not only the right-of-way and public infrastructure but also on private property was frequently expressed. In general, community input was supportive of the plan recommendations, but it was clear that additional outreach and education will be necessary during the design process of future projects. Specific topics that need to be discussed in further detail include:

- **Implementation of circular intersections at Church St/Center St and Linn St/Center St.** *While the majority of participating community members expressed support for circular intersections at these two locations, providing opportunities for more education into the reasoning for and benefits of this recommendation is needed.*
- **Community-wide bicycle and pedestrian circulation.** *The City of Marshalltown has made great strides in strengthening bicycle and pedestrian circulation in town and to ensure this continues at a regional level. Not everyone understands the long-term vision of this approach. Continued outreach and education about the long-term visions for enhancing the local and regional trail system will be valuable to garnering support for future bicycle and pedestrian amenities throughout the community.*
- **Off-street public parking.** *When asked about why people don't use public parking lots more, a lot of answers centered on safety concerns, inadequate lighting, and poor pavement conditions.*

There will always be those who like to find a spot closer to their destination but with improved access to surface lots and increased safety and awareness, community members and visitors will be more likely to park in these other locations. As illustrated in the Downtown Master Plan, there are many resources for parking in downtown, over half of the land use in the CBD is dedicated to parking. However, more can be done to help promote the different parking resources available. Promotion of the City's public surface lots and improved signage can go a long way to increased usage of these locations. Reminding business owners of these resources and encouraging them and their employees to use these lots may free up spaces for visitors and patrons, in-turn increasing customer change over in downtown.

Throughout the duration of the input gathering process, it was evident that community members are passionate about their downtown. People are eager to see positive change come to downtown and are excited about what the future holds.

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Parking & Circulation

03



Angled Parking Analysis

BACKGROUND

The Downtown Master Plan recommended that angle parking be considered for all streets within downtown. The existing street width information was compiled and analyzed to determine where angle parking best fit. Parking is not a one-size-fits-all solution. Each street, its surrounding land use, roadway geometrics, and planned bicycle facilities needed to be contemplated when recommending the appropriate on-street parking layout.

The research regarding the conversion of parallel parking to angled parking along with the preferred widths for the travel lane, parking, and bike lanes was also considered.

EXISTING ROADWAY INFORMATION

Generally arterial streets are designated because their primary purpose is to move traffic. Collectors serve the traffic mobility function, but also provide access to adjacent property. Local streets primarily serve adjacent property and should not have through traffic.

Per the Iowa DOT's Urban Federal Functional Classification Map, many of the streets in downtown Marshalltown are classified as collector or arterial roadways, with the remainder as local streets, see **Figure 15**. Main Street, 3rd Avenue (Hwy 14), and portions of 3rd Street and Center Street are arterial roadways. State Street, Church Street, and portions of Linn Street, 2nd Avenue, 1st Avenue, 1st Street, and 2nd Street are collector roadways.

The 2017 Annual Average Daily Traffic (AADT) volumes from the Iowa DOT for the downtown streets are provided in **Figure 16**. Main Street and State Street carry 3,500 to 5,000 vehicles/day. Church Street and Linn Street each carry approximately 2,000 vehicles/day in downtown. 3rd Street and Center Street both carry approximately 6,000 vehicles/day and 3rd Avenue (Hwy 14) carries 10,000 to 11,500 vehicles/day in downtown.

A review of crashes on Main Street for five years (2013-2017) from 2nd Street to 2nd Avenue showed that the existing parallel parking activity on Main St is experiencing parking related crashes. 14 of the 23 crashes on Main Street in the five-year period examined were parking related.

Today Marshalltown has angled parking in some areas of downtown. Three examples of this angled parking are shown in **Figure 17**. These areas are on: N. Center Street, N. 1st Street, and S. 1st Avenue. The existing angled parking on N. Center Street north of State Street and the existing angled parking on S 1st Avenue adjacent to the courthouse functions well. The existing angled parking on N. 1st Street which was painted during the Coliseum's renovation is tight and not functioning well. The street is 44' wide and the minimum street width for this type of parking should be 49' wide.

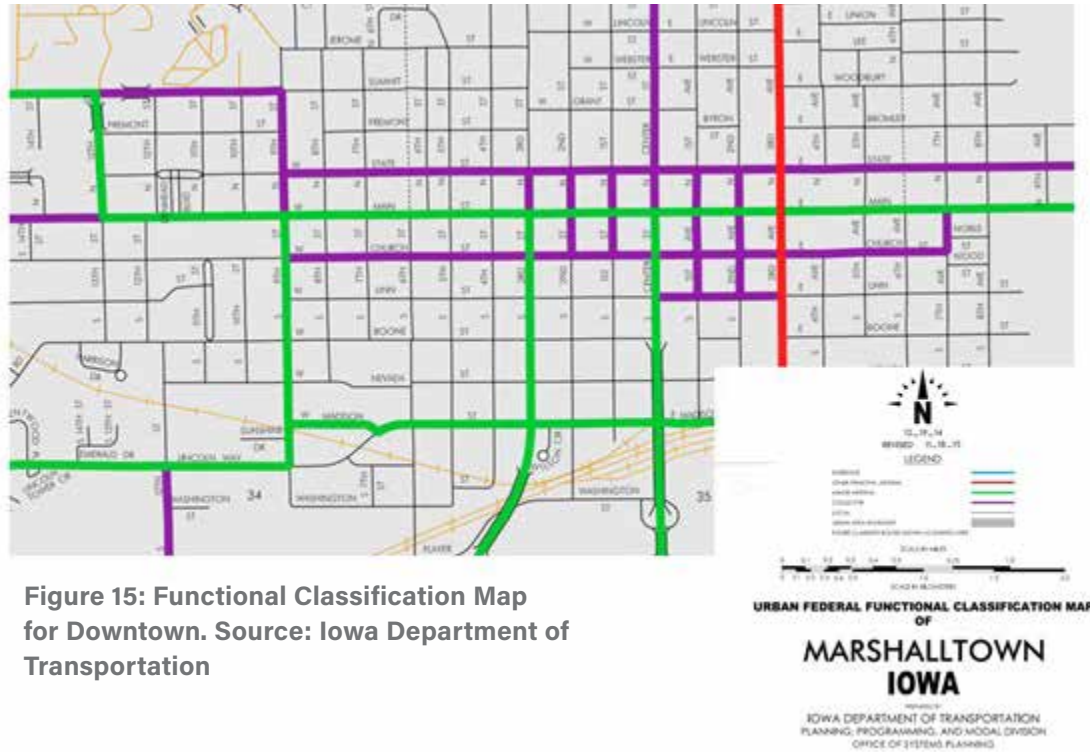


Figure 15: Functional Classification Map for Downtown. Source: Iowa Department of Transportation

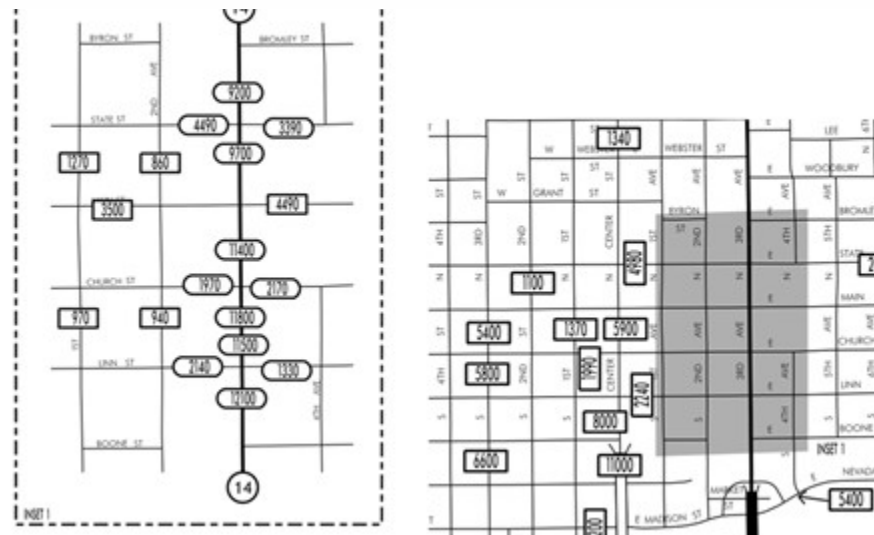


Figure 16: 2017 Average Daily Traffic (ADT) Volumes. Source: Iowa Department of Transportation

N. CENTER STREET

- 45 DEGREE ANGLED PARKING BOTH SIDES
- 60' STREET WIDTH
- FUNCTIONS WELL, ADEQUATE SPACE FOR PARKING AND TRAVEL LANES

N. 1ST STREET

- 45 DEGREE ANGLED PARKING ONE SIDE, PARALLEL PARKING ONE SIDE
- 44' STREET WIDTH
- MIN. 49' STREET WIDTH REQUIRED
- NOT FUNCTIONING WELL, DUE TO TIGHT DIMENSIONS

S. 1ST AVENUE

- 60 DEGREE ANGLED PARKING ONE SIDE, PARALLEL PARKING ONE SIDE
- 60' STREET WIDTH
- FUNCTIONS WELL, ADEQUATE SPACE FOR PARKING AND TRAVEL LANES

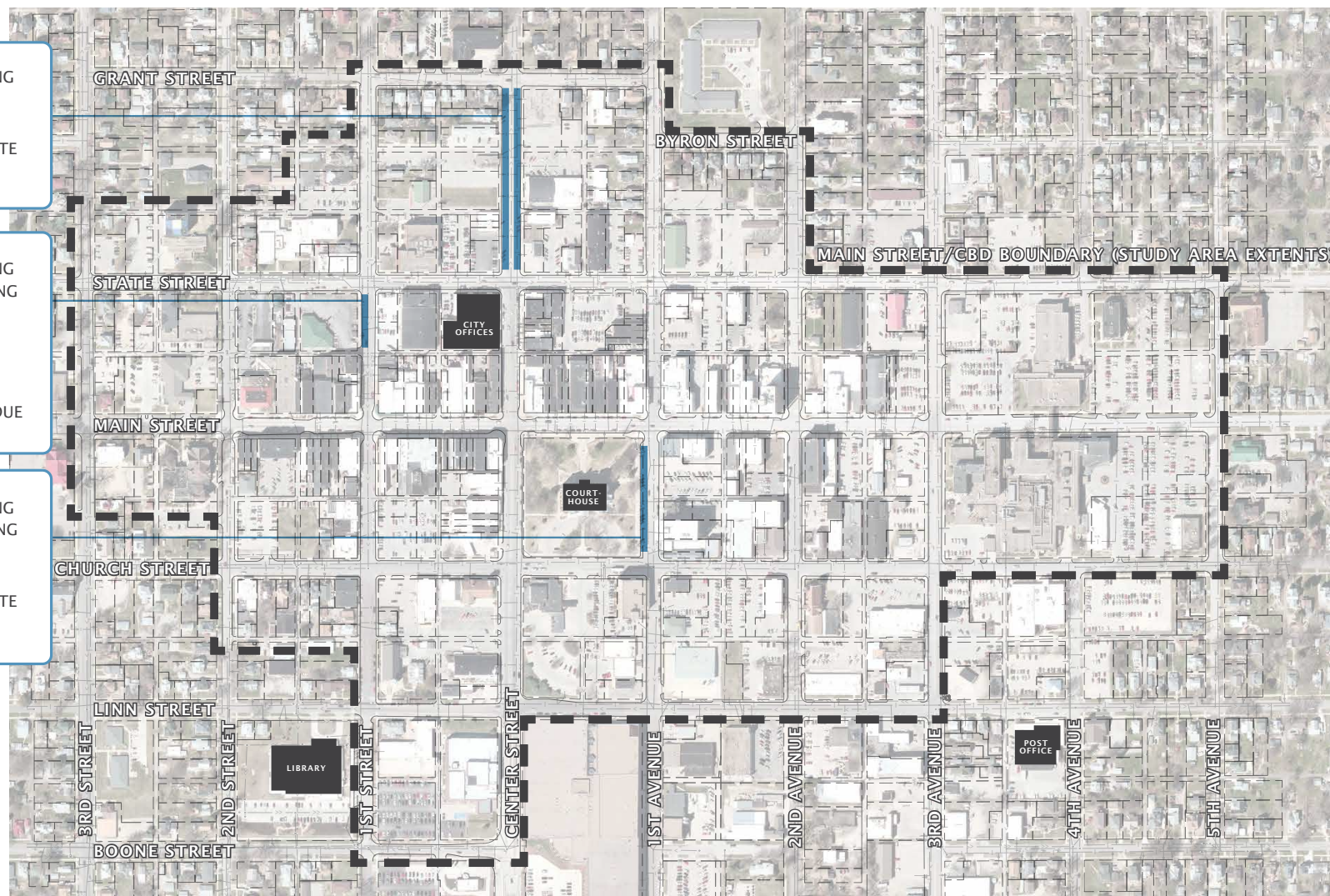


Figure 17: Example of Existing Angled Parking in Downtown

PARKING TYPES

Three parking layouts were considered in different combinations for downtown: Parallel Parking, 60-degree angled parking, and 45-degree parking, see **Figure 18**. These parking types each have their own advantages and disadvantages as presented in **Table 1**. Special consideration was given to where angled parking was placed as it doesn't work everywhere.

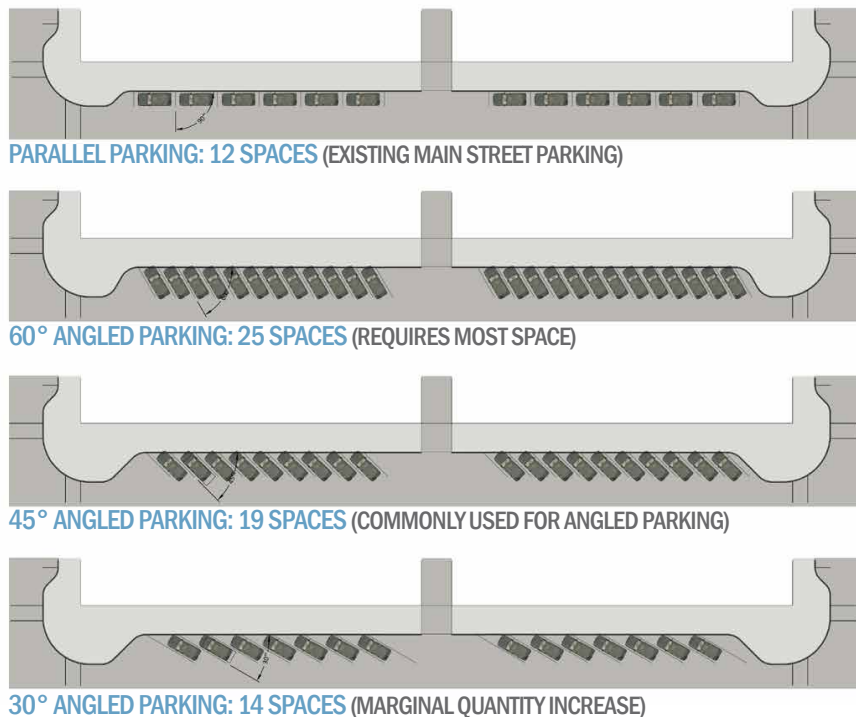


Figure 18: Parking Type Comparison

ANGLED PARKING RESEARCH

Research has been conducted to study the impact of angled parking on roadway capacity and safety. This research assisted the decision-making process for where angled parking was ultimately recommended.

The Institute of Transportation Engineers (ITE) Traffic Engineering Handbook 7th Ed. states that “angled parking should not be placed on streets that continue to serve as arterial or collector streets due to the reduction of roadway capacity that comes with the parking per the Highway Capacity Manual.”

The 2001 Oregon DOT Research - Safety Comparison of Angle and Parallel Parking provided a summary of various on-street parking studies from the 1970s to 1990s.

	PARALLEL PARKING	HEAD-IN ANGLE PARKING
ADVANTAGES	- Requires the least amount roadway space (7' – 9') - Most flexible to accommodate bicycle lanes (inside or outside parking lane) - Converting angle parking to parallel parking associated with 35 % crash reduction - On-coming traffic is more visible when exiting the stall - Safer than head-in angle parking for shared-lane bicycle facilities - Less striping required	- Driver and vehicle occupants do not have to exit into traffic lanes - Provides the greatest number of parking spaces - Drivers familiar with this type of parking - Does not impact parking flow when entering parking space - Provides a wider “buffer” between sidewalks and driving lanes.
DISADVANTAGES	- Provides the fewest number of parking spaces - Drivers are familiar but uncomfortable with parallel parking - Drivers entering the parking space block traffic as they park - Drivers and occupants must exit vehicle into traffic lanes “Dooring” is common along bicycle facilities	- Requires 15' to 20' of roadway space - Overhang from drivers pulling too far into the space can reduce the usable space on the sidewalk or impact bicycle facilities - Impacts street flow when exiting - Sight distance constraints can be unsafe for shared-lane cyclists as drivers leave space - Increased maintenance cost to stripe spaces

Table 1: Advantages and Disadvantages of Different Parking Types

This research showed that parallel parking does have a statistically lower crash rate than angled parking, however the increases in crashes with angled parking could likely come from the increased in use. As angled parking is often in higher use areas. When the amount of parking or parking activity increase was taken into account there was not much statistical difference in crashes between angled and parallel parking. The crash increase is related to the increase in activity, no matter which type of on-street parking was used.

The researchers concluded that while angled parking clearly has a higher crash rate and frequency it is more likely due to the increased activity of parking rather than the characteristics of either type of parking. The researcher's summary was that “when the supply of parking is sufficient, the conversion of on-street parking from parallel to angled should not

be considered because the number of accidents will increase as a result of more parking activity because of more spaces." (Safety Evaluation of Converting On-Street Parking from Parallel to Angle (1991) – Nebraska)

A 2002 article published in the ITE Journal, "Changing on-street parallel parking to angle parking," studied the before and after safety impacts of parking changes and determined that the concern about high accident potentials with angled parking seems to be overcome if other operational conditions are met. The conditions included:

- *AADT Less than 12,000 vehicles/day*
- *Operating speeds of 15 to 20 mph, AND*
- *abutting retail or retail-service land use*

The most successful on-street parking changes from parallel to angled have been where there are several contiguous blocks of primary retail use. The introduction of angled parking will substantially reduce capacity on a street, therefore, if the segment with angled parking is part of a continuous route, then care must be taken to divert traffic to other adjacent segments as part of a parallel "diversion" route.

DESIGN PREFERENCES

The analysis for which type of parking fit best on each street started with a review of what was needed for parking stall width/length, travel lane width, and bike lane width based on the different design references available. Several design manuals were referenced to determine the design preferences for the street cross sections.

Iowa Statewide Urban Design and Specifications (SUDAS)

- *It is acceptable to have 11-foot-wide lanes on arterial streets when speeds are 30 mph or less.*
- *Local commercial streets should be no narrower than 11 feet. Local streets can have lane widths down to 10 foot wide in residential areas.*
- *The width of parallel parking stalls should be 8 feet.*
- *Streets with higher traffic volumes and higher speeds should have wider parking spaces or a combination of parking space and buffer zone.*

- *Bicycle Lanes: Dedicated bicycle lanes are used to separate higher speed vehicles from bicyclists to improve safety. Conflicts in shared lanes generally becomes problematic when vehicular volumes exceed 3,000 vehicles per day and operating speeds are 30 mph or greater.*

2018 INTERNATIONAL FIRECODE: Fire apparatus access roads shall have an unobstructed width of not less than 20 feet. This provides for:

- *One side residential parking on two-way street = 27' min*
- *Two side residential parking on two-way street = 34' min*

Institute of Transportation Engineers (ITE) Traffic Engineering Handbook provides the following for angle parking requirements:

- *18' long angle spaces with 12.5' drive lane behind for 45-degree parking*

PROPOSED PARKING PLAN

The research, existing street widths, design preferences for lane widths, parking stall lengths, and the desire for bicycle facilities resulted in the proposed parking plan shown in **Figure 19**. This plan balanced the desire for additional on-street parking with the desire for improved bicycle facilities.

Angled parking was focused on streets that meet min criteria of less than 12,000 vehicles/day, operating speeds of 15 to 20 mph, and abutting retail or retail-service land use. Parallel diversion routes for through vehicles are also provided with this plan.

Angled parking is provided in different striping configurations, angled parking on both sides or angled parking on one side and parallel parking on the other. Bike facilities were recommended with parallel parking only due to the safety concerns with on-street bike facilities and angled parking.

Due to the limitations of existing street width, angled parking could be placed on only one-side of the street or parallel parking could be placed on both sides of the streets. To better serve downtown businesses, it was determined that for streets where angled parking could fit on only one side, it was preferred to instead place parallel parking on both sides.

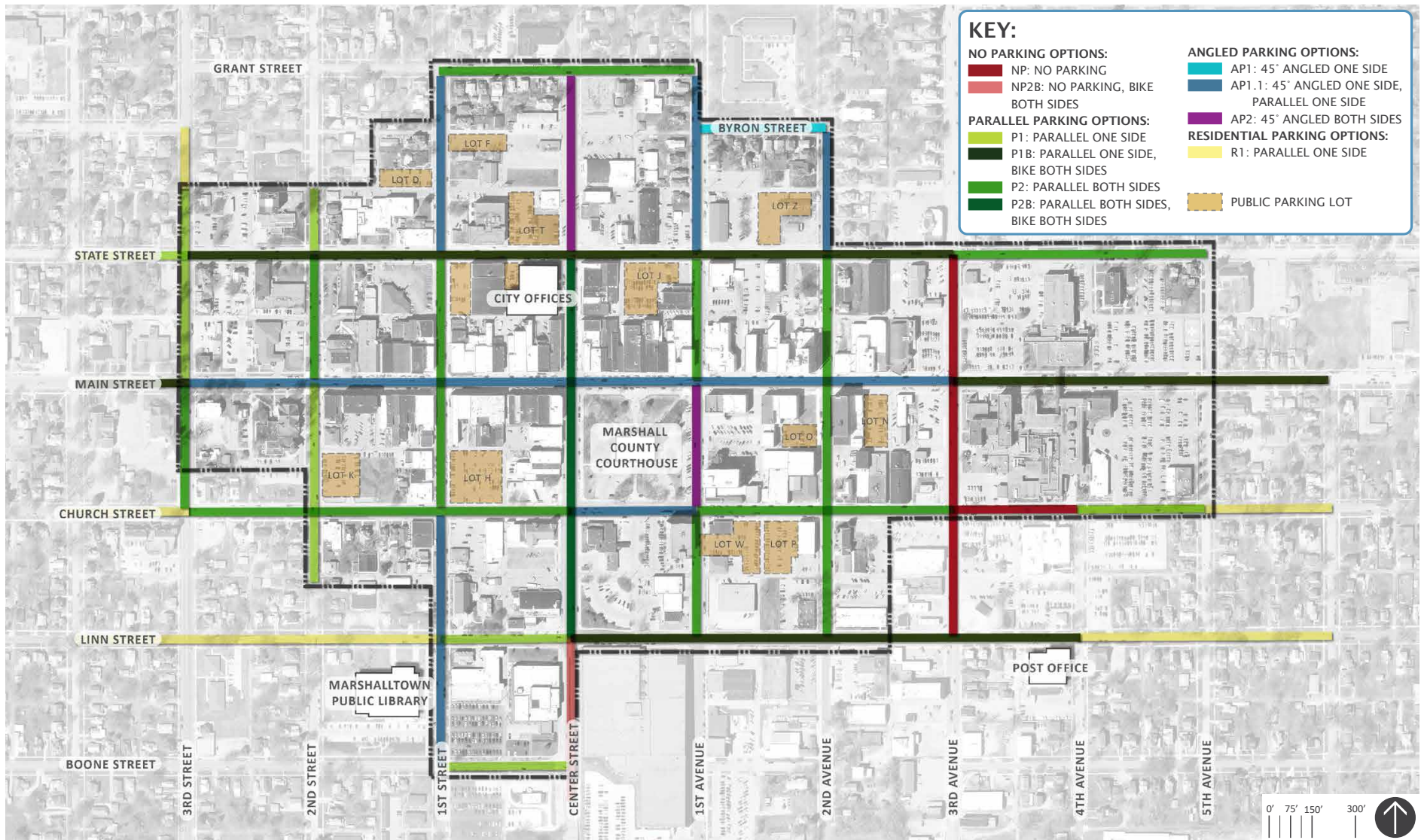
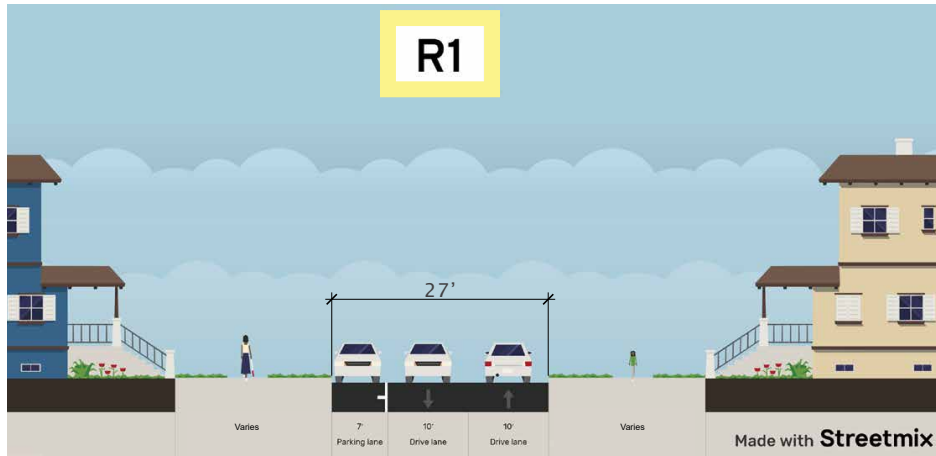
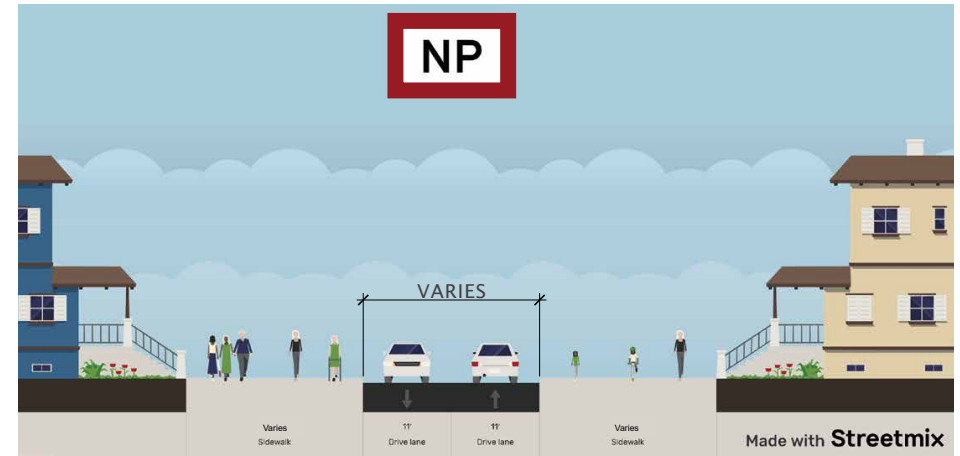


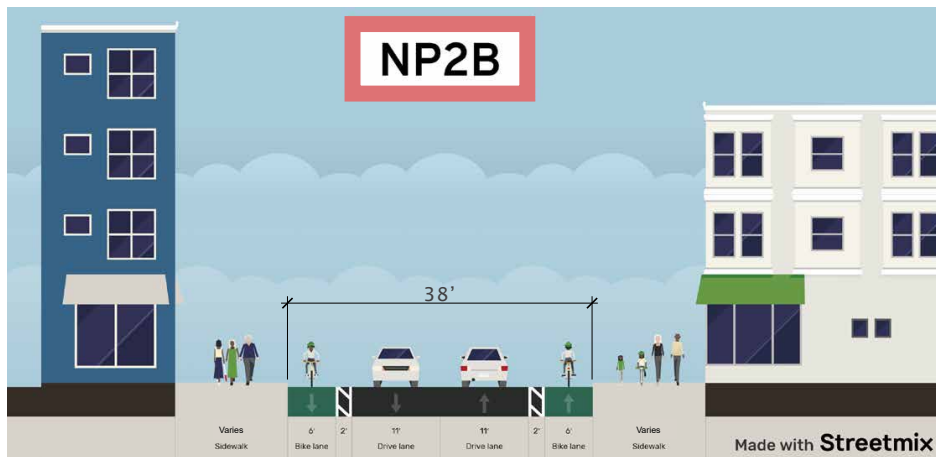
Figure 19: Proposed Parking Plan



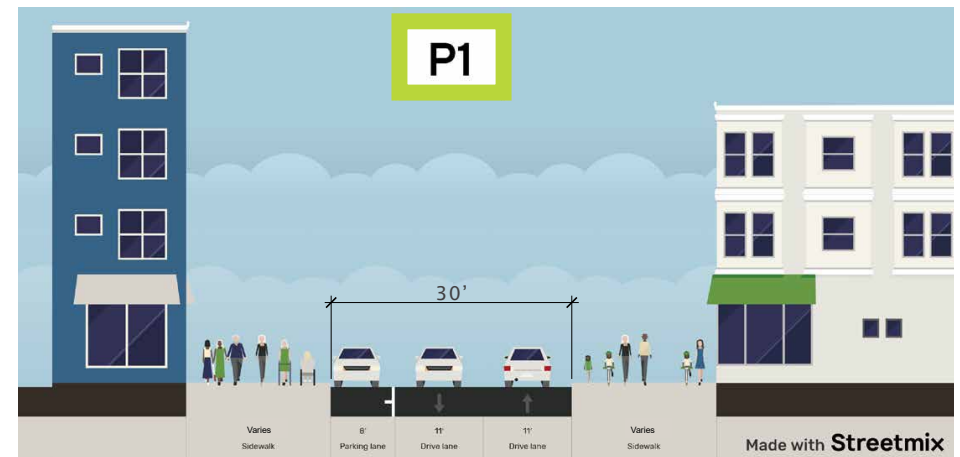
RESIDENTIAL - PARALLEL PARKING ONE SIDE



NO PARKING (STREET WIDTH VARIES)



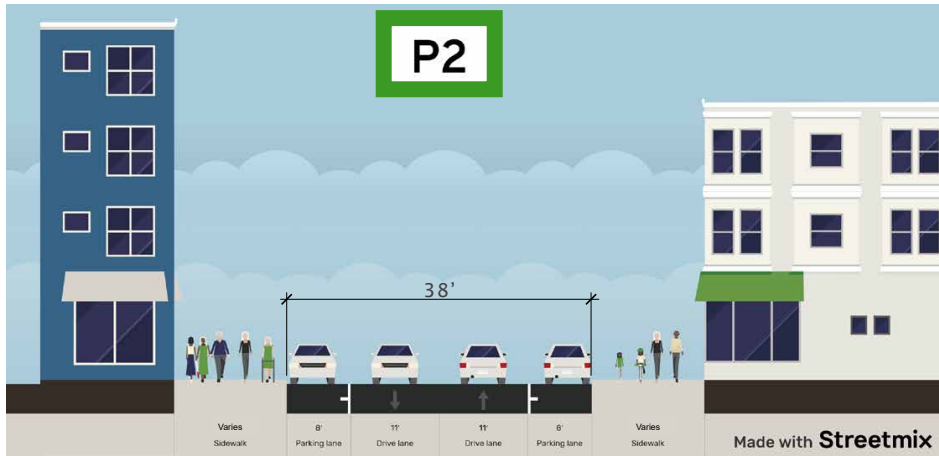
NO PARKING, BIKE LANES BOTH SIDES



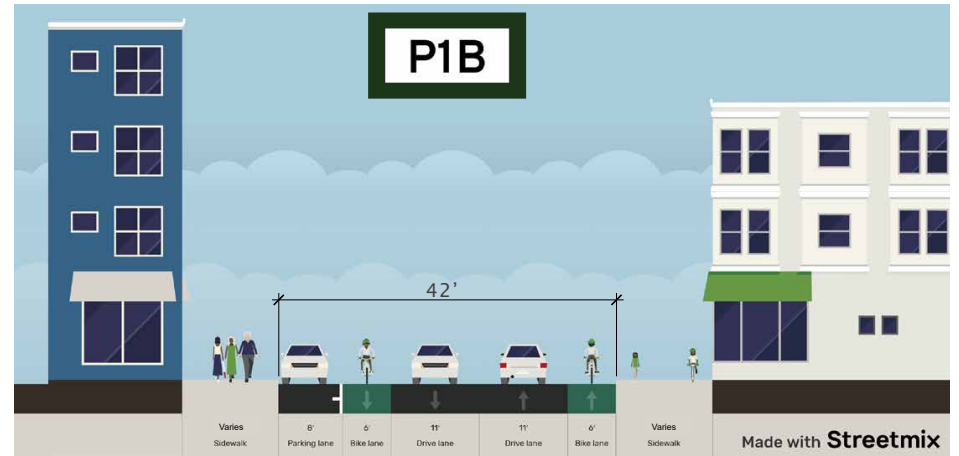
PARALLEL PARKING ONE SIDE

NOTE: DIMENSIONS SHOWN ARE MINIMUMS

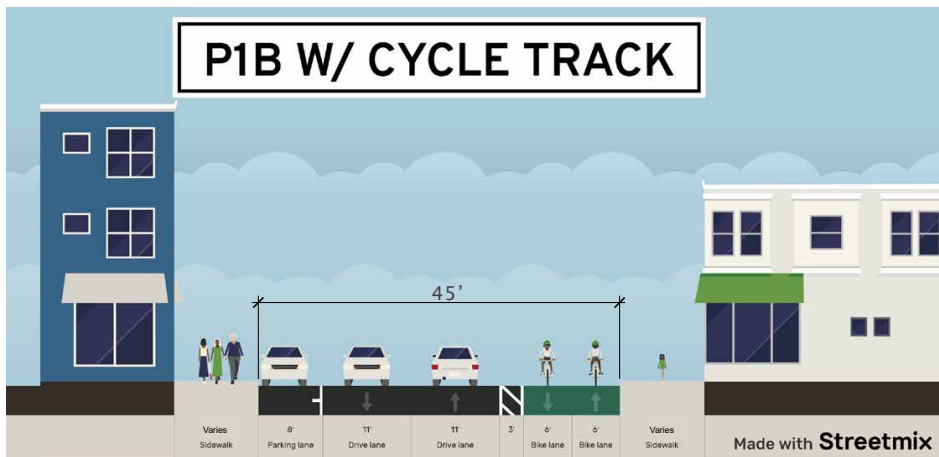
Figure 20: Typical Roadway Cross Sections A



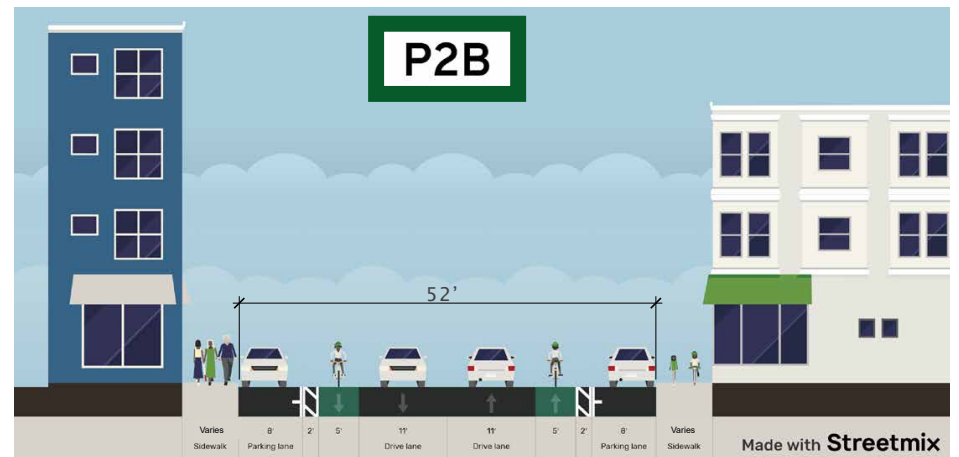
PARALLEL PARKING BOTH SIDES



PARALLEL PARKING ONE SIDE, BIKE LANES BOTH SIDES



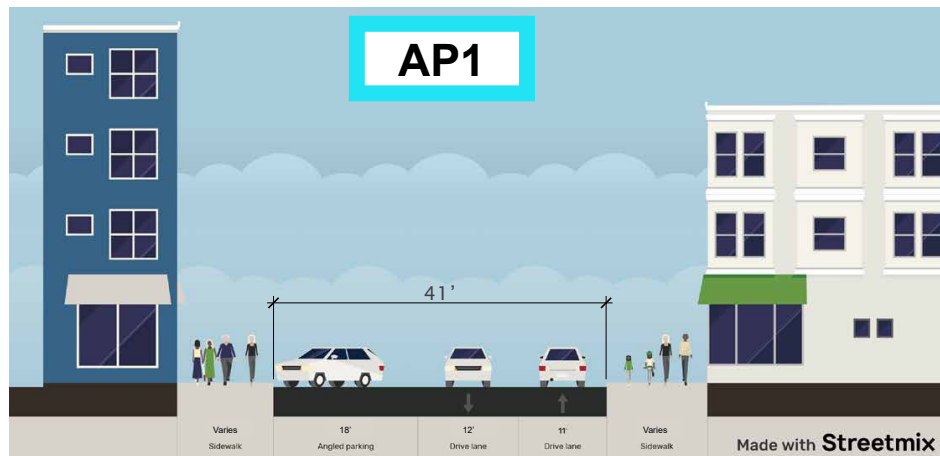
PARALLEL PARKING ONE SIDE, CYCLE TRACK ONE SIDE



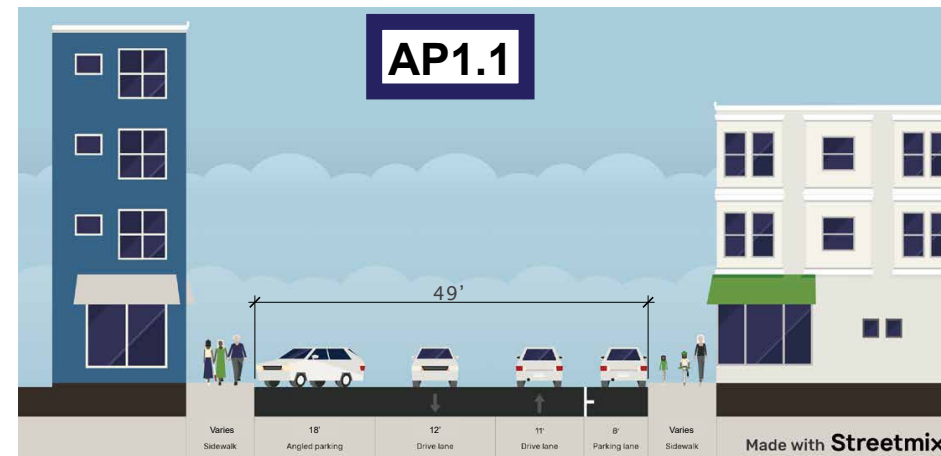
PARALLEL PARKING BOTH SIDES, BIKE LANES BOTH SIDES

NOTE: DIMENSIONS SHOWN ARE MINIMUMS

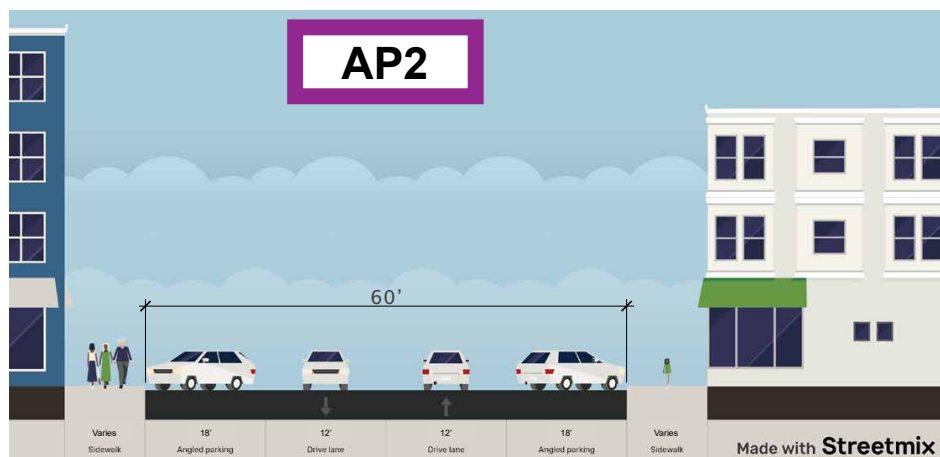
Figure 21: Typical Roadway Cross Sections B



45° ANGLED PARKING ONE SIDE



45° ANGLED PARKING ONE SIDE, PARALLEL PARKING ONE SIDE



45° ANGLED PARKING BOTH SIDES

NOTE: DIMENSIONS SHOWN ARE MINIMUMS

Figure 22: Typical Roadway Cross Sections C

Bicycle Facilities & Circulation

PLANNED BICYCLE FACILITIES

The city has the goal to improve downtown bike infrastructure which improves downtown's accessibility for people of all ages and abilities and broadens its appeal. **Figure 23** presents the planned and proposed bike facilities from the Downtown Master Plan. The proposed bicycle facilities were further examined.

With the goal of maintaining existing street widths, the ability to place bicycle facilities as proposed in the Downtown Master Plan had to be balanced with the desire to maximize on-street parking. This resulted in

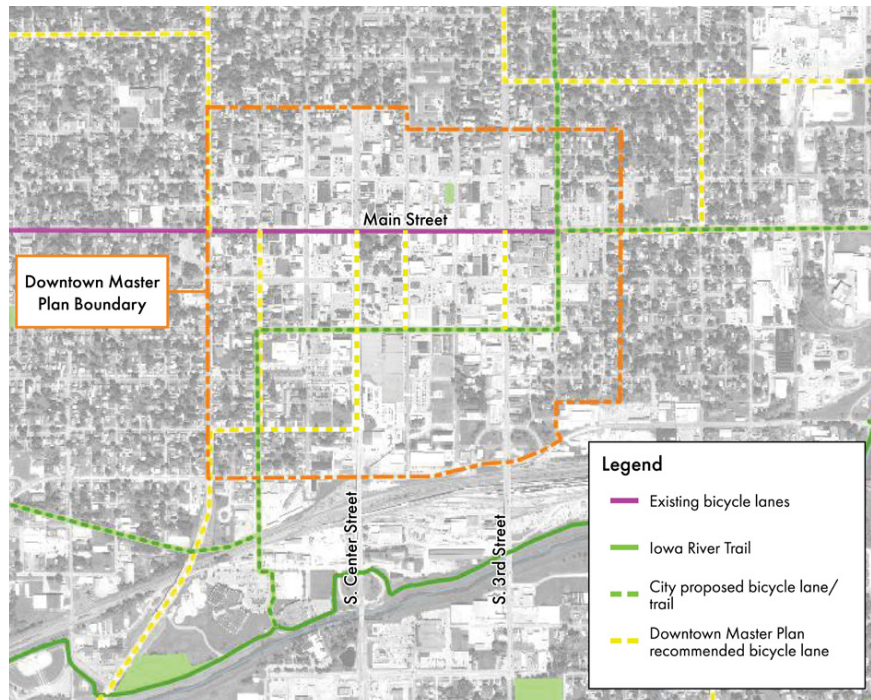


Figure 23: Planned and Proposed Bike Facilities Plan, Source: Downtown Master Plan

focusing the bicycle facilities on key streets in the downtown to create a north-south and east-west spine to connect to different destinations, see **Figure 24**. This allowed parking to be maximized on the other streets. The existing east-west bike facility on Main Street from 4th Avenue to 3rd Street is proposed to be removed and relocated to State Street. Center Street is proposed to serve as the main north-south connector through downtown.

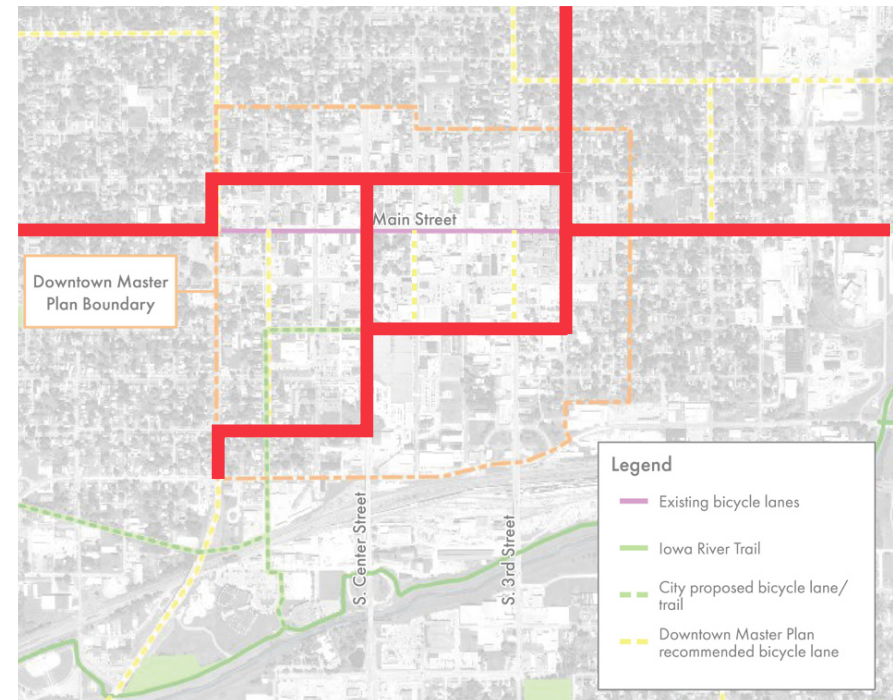


Figure 24: Revised Bike Facilities Plan

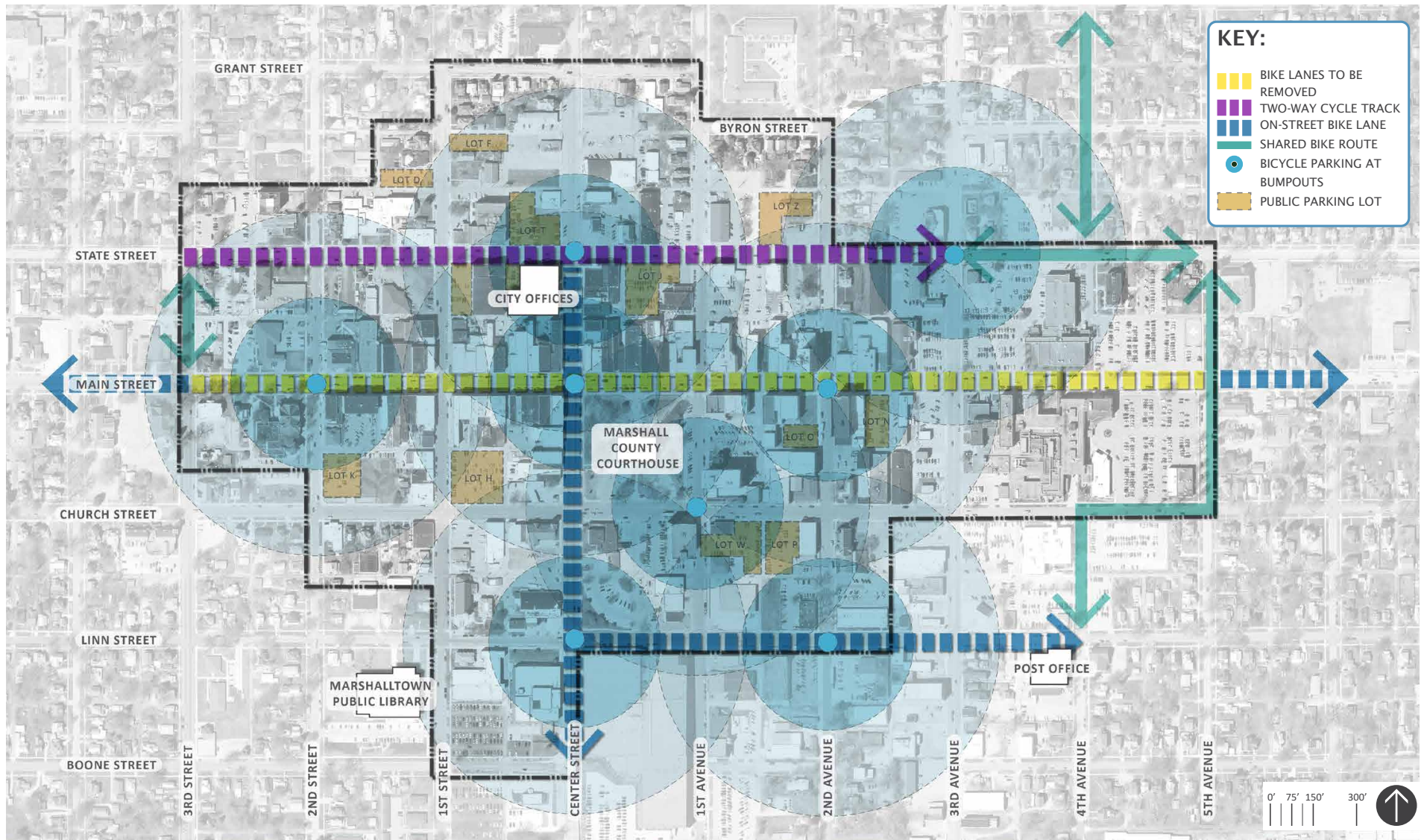


Figure 25: Bicycle Facilities Diagram

Pedestrian Connections & Walkability

CONNECTIONS TO PUBLIC PARKING LOTS

Utilizing alleys as pedestrian routes can provide a more efficient and direct connection to many of the public parking lots in downtown Marshalltown. As identified in the Downtown Master Plan, certain alleys were identified as having a greater positive impact on pedestrian circulation and a lower impact on vehicular need. Those alleys that were identified as possible pedestrian-only routes could be closed off to vehicular use and with relatively low to moderate improvements, could become more inviting spaces for pedestrian use. Removable bollards, pedestrian scale lighting and visual quality improvements could quickly transform these spaces into gathering spaces for outdoor dining or small events, or be transformed into pocket parks. The image to the right is an example of an existing alley that the City of Marshalltown has already transformed into a pedestrian space.

The map on the following page illustrates the proximity of alleys identified as potential pedestrian alleys and the location of public parking lots in the CBD. In a 1-2 minute walk, a pedestrian can get from a public parking lot to many areas in downtown quite easily. This proximity is important for business owners and employees working downtown to understand as well, to encourage more people to not park on the street and preserve the on-street parking for patrons and visitors to downtown.

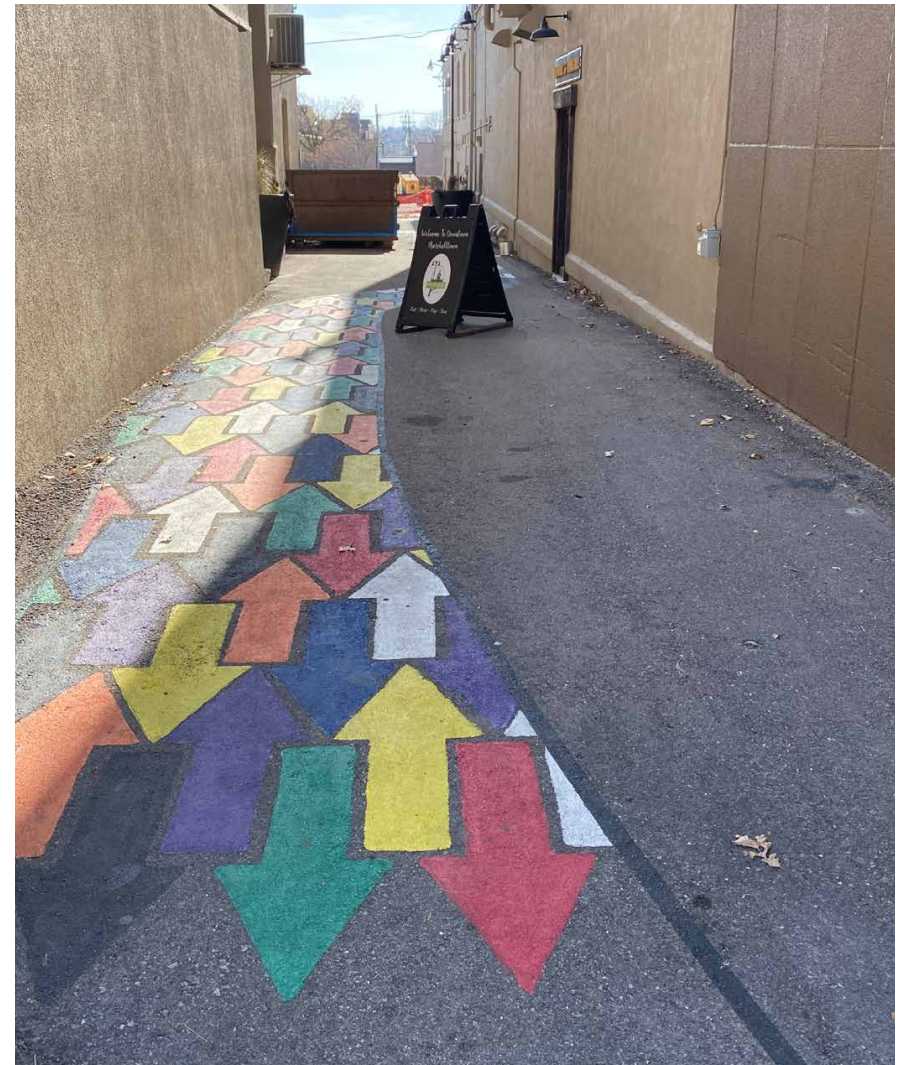


Figure 26: Pedestrian Alley Off of Main Street, March 2021

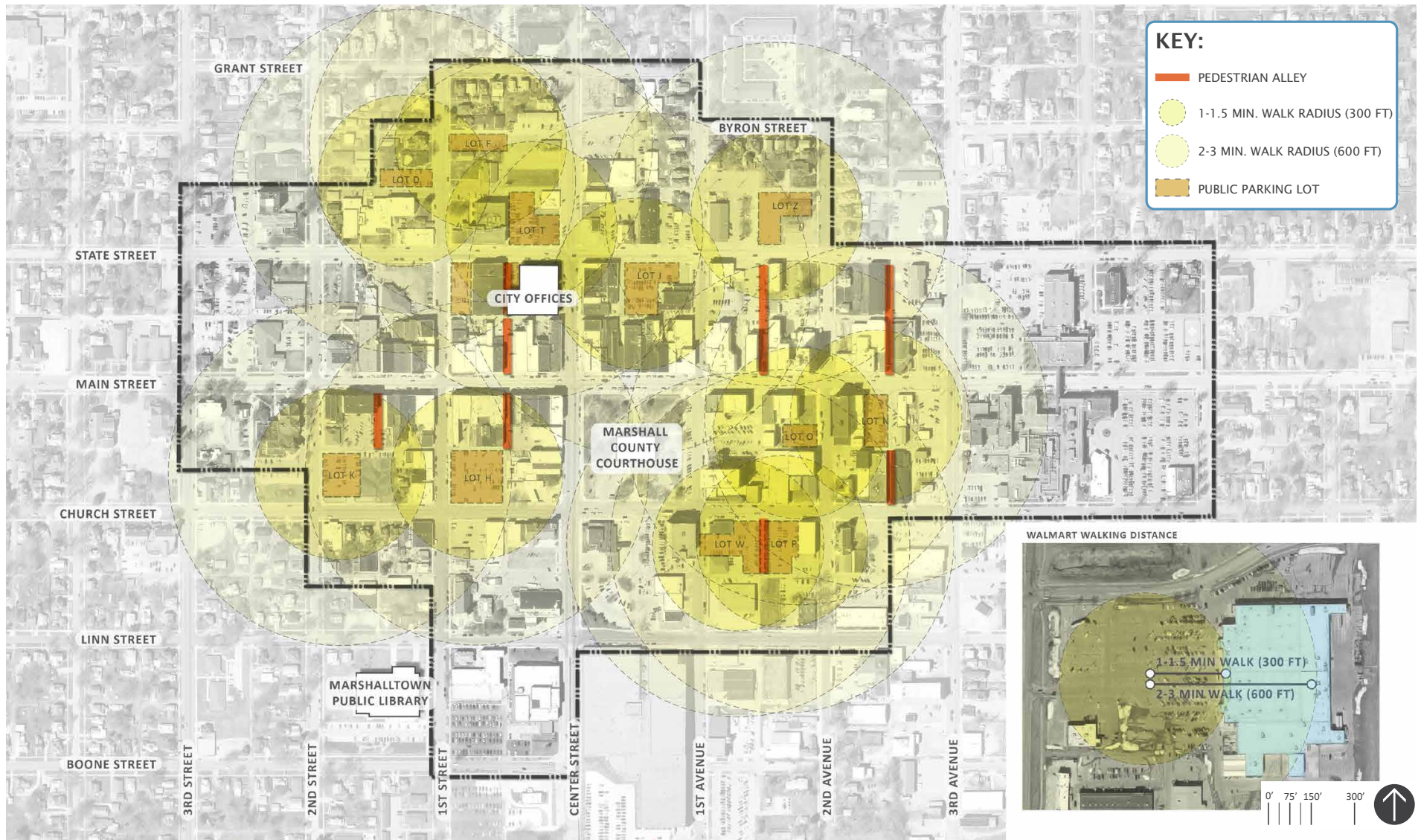


Figure 27: Pedestrian Alleys & Walkability Diagram

Church & Linn St Two-Way Conversion

04



Existing Conditions

BACKGROUND

The Downtown Master Plan recommended that Church Street from 7th Avenue to 9th Street and Linn Street from 8th Avenue to 9th Street be converted from one-way to two-way streets. An analysis and investigation into what changes would need to be implemented was conducted. This included collection of traffic counts at signalized and all-way stop controlled intersections, field review of each roadway corridor to document changes needed, re-distribution of existing volumes for two-way traffic, warrant analysis, and operations analysis. All of this information was gathered and summarized in an implementation phasing plan for this proposed conversion.

DATA COLLECTION

13-Hr traffic counts were collected on November 11, 2020 at the intersections of:

1. 3rd St/W Main St
2. 3rd St/W Church St
3. W Church St/Center St
4. W Church St/3rd Avenue (Hwy 14)
5. Linn St/4th Avenue
6. Linn St/3rd Avenue (Hwy 14)
7. Linn St/Center St

Existing Peak Hours Turning Movement counts are provided in the Appendix.

Field Review of each intersection along Church Street and Linn Street was conducted in November 2020 to document parking, signage, striping, intersection sight distances, driveway conflicts, and other street elements that would need to be addressed when these streets are changed from one-way to two-way. These changes are documented in **Table 7** as part of the proposed implementation phasing.

EXISTING ROADWAY INFORMATION

Church Street is a one-way westbound roadway that is classified as a collector roadway per the Iowa DOT's Urban Federal Functional Classification Map. Church Street has a speed limit of 30 MPH except for the downtown where Church Street is 20 MPH. In general, Church Street has two travel lanes and one or two on-street parking lanes as it traverses from 7th Avenue to 9th Street. According to the 2017 Annual Average Daily Traffic (AADT) volumes from the Iowa DOT, Church Street carries approximately 1,900 vehicles per day.

Linn Street is a one-way eastbound roadway that is classified as a local street except for Center Street to 3rd Avenue where it is classified as a collector roadway per the Iowa DOT's Urban Federal Functional Classification Map. From 9th Street to 3rd Avenue, Linn Street is 25 MPH, east of 3rd Avenue Linn Street is 25 MPH. In general, Linn Street has two travel lanes and one or two on-street parking lanes as it traverses from 8th Avenue to 9th Street. According to the 2017 Annual Average Daily Traffic (AADT) volumes from the Iowa DOT, Linn Street carries approximately 2,240 vehicles per day.

Analysis of Changes

ADJUSTMENT OF VOLUMES

Due to the COVID-19 pandemic, traffic flows have been down 10-15% across the state of Iowa. Traffic Counts collected in 2018 with the Highway 14 Study were compared to the traffic counts collected for this study. This comparison showed that the 2020 volumes were down 15% compared to the 2018 volumes. The turn movement counts for this one-way to two-way analysis were increased 15% to account for this difference.

RE-DISTRIBUTION OF VOLUMES

To analyze the impact of the conversion on traffic flow and determine necessary traffic control changes, the existing volumes were re-distributed to reflect two-way traffic on both Church Street and Linn Street. The traffic on these two streets was assumed to be split 50/50 based on the current two-way directional split at the intersection of 3rd Street and W. Main Street (an existing two-way street). 50% of the westbound traffic on Church Street was moved to Linn Street and 50% of the eastbound traffic on Linn Street was moved to Church Street. Turns to and from the side streets were adjusted accordingly. Re-distributed Peak Hour Turning Movement counts are provided in the Appendix.

TRAFFIC CONTROL WARRANTS

Signal

Traffic signal warrants have been developed as national guidelines to promote continuity of traffic control devices to ensure that traffic signals are installed at intersections that would benefit from their use.

Existing traffic signals are viewed slightly differently with lower volume thresholds than typical used to justify retaining an existing traffic signal. For signals that do not meet the 100% volume requirement, it's important

to also determine if they meet the 60% volume requirements. Those signals that do not meet the 60% of volume requirements for Volume Warrants 1, 2, or 3 are no longer justified traffic signals and should be considered for removal.

The warrants from the Manual on Uniform Traffic Control Devices (MUTCD) included in this traffic signal study, are listed below:

- *Warrant 1: Eight-Hour Vehicular Volume*
- *Warrant 2: Four-Hour Vehicular Volume*
- *Warrant 3: Peak Hour*
- *Warrant 7: Crash Experience*

Re-distributed volumes were used with the warrants above. Results are shown in **Table 2**. The existing signals at Church Street/3rd Avenue (Hwy 14) and Linn Street/3rd Avenue (Hwy 14) are warranted with the re-distributed volumes. The existing signals at Church Street/Center Street and Linn Street/Center Street are not warranted and should be considered for removal. The results of the signal warrant analysis are documented in the Appendix.

All-Way Stop

An all-way stop analysis was also performed using the re-distributed volumes. The volume requirement was not met for the intersection of Church Street/3rd Street, Church Street/Center Street, Linn Street/3rd Street, Linn Street/Center Street, and Linn Street/4th Avenue. The recommended traffic control as a result of the AWSC warrants not being met is provided in **Table 2**.

The existing all-way stop at Church Street/3rd Street is recommended to remain and be modified for the new eastbound direction. This recommendation is based on poor sight distance for the new eastbound movement at this intersection due to the building at the back of the

sidewalk on the southwest corner.

A new all-way stop is recommended at the intersection of Church St/6th Avenue due to sight distance restrictions for side street traffic trying to see the new eastbound direction caused by to the vertical hill crest on Church St just west of this intersection.

Intersection		Existing Traffic Control	Warrant	SIGNAL		AWSC	Recommended Traffic Control	Reason
				100%	60%			
Church St	3rd St	AWSC	AWSC			Not Satisfied	AWSC	Poor Sight Distance
Church St	Center St	SIGNAL	1A	Not Satisfied	Not Satisfied	Not Satisfied	Circular Intersection	Signal and All-Way Stop not warranted. Existing angle crash problem
			1B	Not Satisfied	Not Satisfied			
			2	Not Satisfied	Not Satisfied			
			3	Not Satisfied	Not Satisfied			
			7	Not Satisfied	Not Satisfied			
Church St	3rd Ave (Hwy 14)	SIGNAL	1A	Not Satisfied	Not Satisfied		SIGNAL	Meets warrants
			1B	Not Satisfied	Satisfied			
			2	Not Satisfied	Not Satisfied			
			3	Not Satisfied	Not Satisfied			
			7	Satisfied	Satisfied			
Linn St	3rd St	TWSC				Not Satisfied	TWSC	AWSC not warranted.
Linn St	Center St	SIGNAL	1A	Not Satisfied	Not Satisfied	Not Satisfied	Circular Intersection	Signal and All-Way Stop not warranted. Existing angle crash problem
			1B	Not Satisfied	Not Satisfied			
			2	Not Satisfied	Not Satisfied			
			3	Not Satisfied	Not Satisfied			
			7	Not Satisfied	Not Satisfied			
Linn St	3rd Ave (Hwy 14)	SIGNAL	1A	Not Satisfied	Not Satisfied		SIGNAL	Meets warrants
			1B	Not Satisfied	Satisfied			
			2	Not Satisfied	Not Satisfied			
			3	Not Satisfied	Not Satisfied			
			7	Satisfied	Satisfied			
Linn St	4th Ave	AWSC	AWSC			Not Satisfied	TWSC	TWSC with bumpout on SW corner to improve sight distance.

Table 2 - Signal & All-Way Stop Retention Warrant Anayliss & Recommended Traffic Control

Circular Intersection

An alternative to signalization is the construction of a circular intersection. Circular intersections, or roundabouts, have been found to perform as good as or better than traffic signals during peak hours and are significantly more efficient than traffic signals during the off-peak hours. Neither a signal nor an all-way stop was warranted at the intersections of Linn Street/Center Street or Church Street/Center Street. Engineering judgement is that a two-way stop control is not appropriate for either of these intersections due to sight distance restrictions and higher pedestrian movements at these downtown intersections. A circular intersection is an alternative form of intersection control to traffic signal that should be considered.

Circular intersections are a type of intersection characterized by a circular layout with a small center circle that is mountable and can be driven over. A circular intersection will fit within the existing intersection footprint, see **Figure 28**.

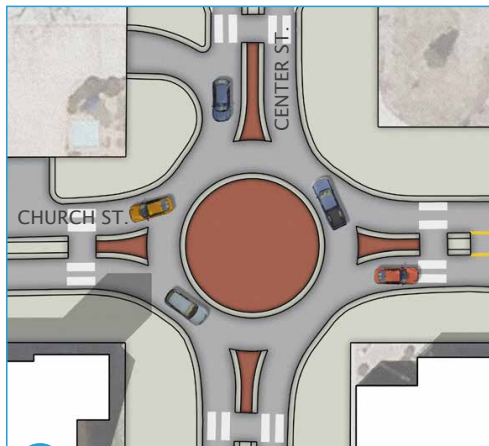
CIRCULAR INTERSECTIONS

Circular intersections are a type of intersection characterized by a circular layout with a small center circle that is mountable and can be driven over. All traffic entering the circle yields to traffic on their left and turns right to travel counter clockwise around the circle. Regular cars and pickup trucks travel around the center circle, while larger trucks, trailers, and buses can drive over the center circle as needed.

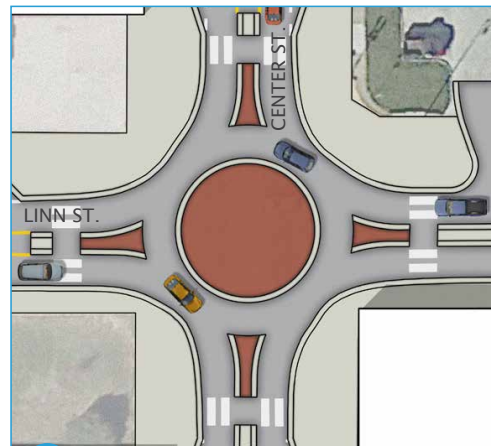
Circular intersections improve safety by reducing the number of conflict points at the intersection from 32 to 8. Replacing a traffic signal with a circular intersection can reduce all crashes by 20% and injury related crashes by 65%.



EXISTING CHURCH ST. / CENTER ST. INTERSECTION



A CHURCH + CENTER INTERSECTION



B LINN + CENTER INTERSECTION

- ON-STREET PARKING, BUMPOUTS, DRIVE OVER CENTER TO ACCOMMODATE TURNING MOVEMENTS FOR LARGER VEHICLES
- SHORT CROSSING DISTANCES, PEDESTRIAN REFUGE SPACE

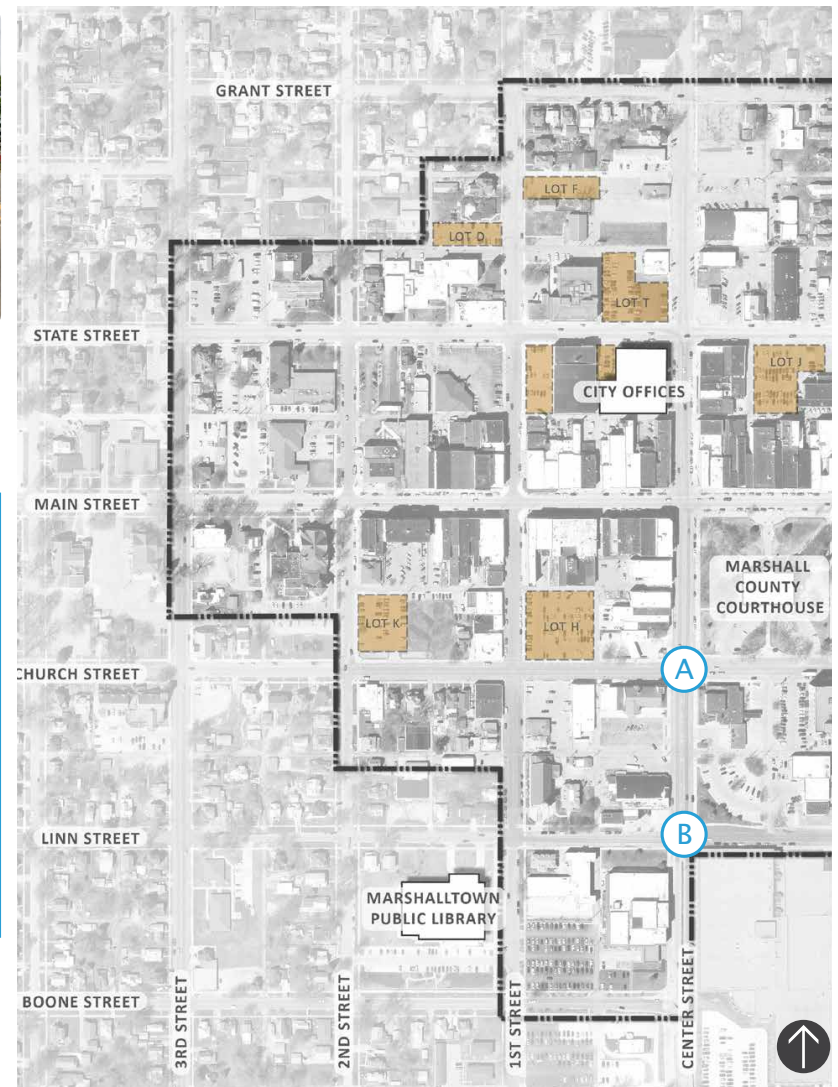


Figure 28 - Circular Intersection Information

DRAFT

DOWNTOWN IMPLEMENTATION PLAN

45

SIGNAL VS. CIRCULAR INTERSECTION

Crash Analysis

A review of crashes at Linn Street/Center Street or Church Street/Center Street over the past 10 years shows that crash rates are higher than state averages at both intersections, see **Table 3**.

Intersection	Crash Rate	Statewide Average
Church St at Center St	2.08	0.8
Linn St at Center St	1.35	0.8

Table 3 - Intersection Crash Rates

Figure 29 presents the crashes by severity at each intersection. **Figure 30** shows the crashes by type that occurred at each intersection. 25% of crashes have resulted in injury with one fatality at Church. Over 50% of crashes at these intersections are Broadside/T-bone crashes which can lead to higher injuries.

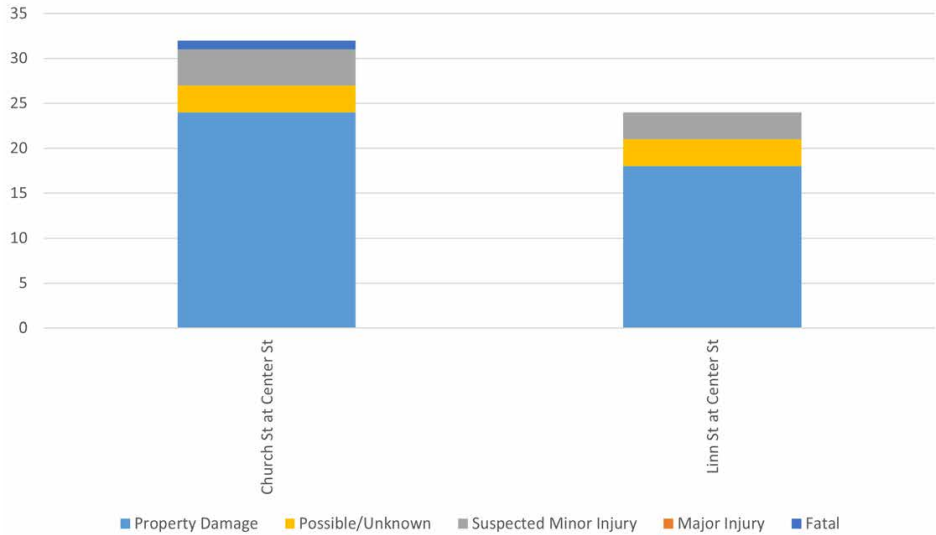


Figure 29 - Crash Severity by Intersection

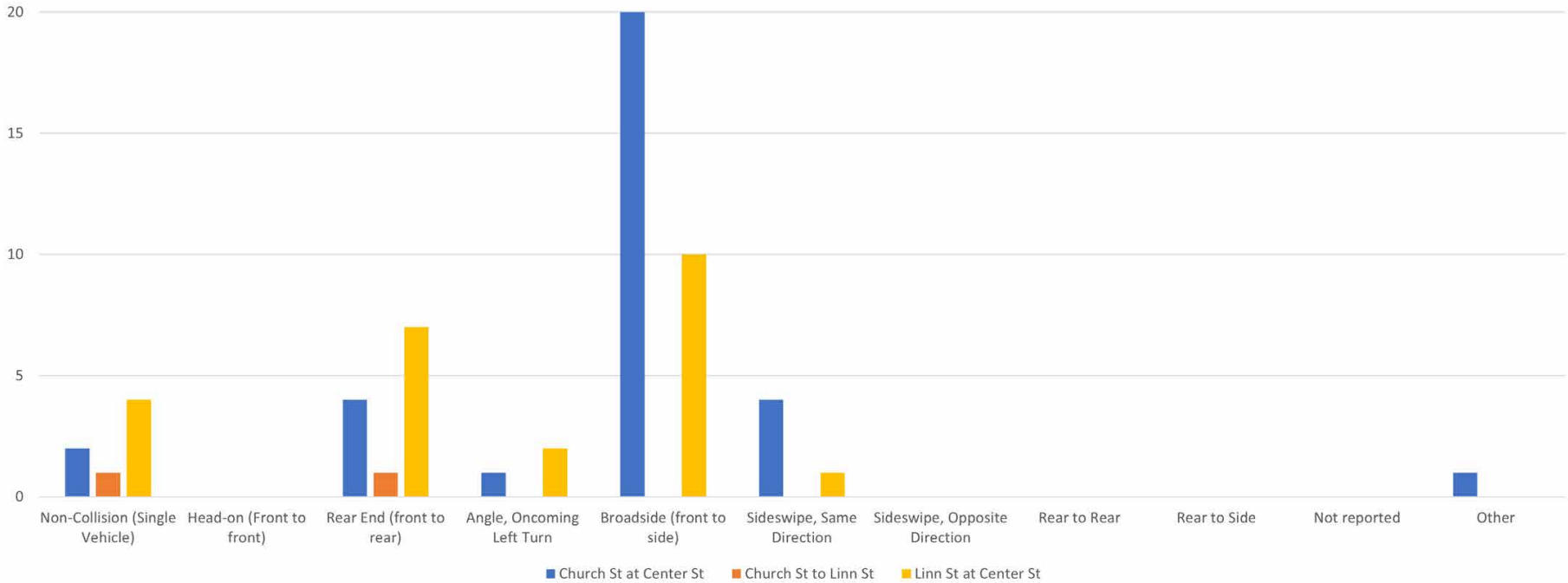


Figure 30 - Crash Type by Intersection

Operations Analysis

The traffic operations analysis for the Linn Street/Center Street or Church Street/Center Street intersections considers the following measures to determine the adequacy of the intersection design to meet acceptable operations: intersection delay/Level of Service (LOS) and volume-to-capacity ratios. An explanation of each of these measures is provided below:

The operational analysis results are described as a Level of Service (LOS) ranging from A to F, see **Table 4**. These letters serve to describe a range of operating conditions for different types of facilities. Levels of Service are calculated based on the Highway Capacity Manual 6th edition, which defines the level of service, based on control delay.

	SIGNALIZED INTERSECTION
LOS	Control Delay per Vehicle (sec.)
A	≤ 10
B	>10 and ≤20
C	>20 and ≤35
D	>35 and ≤55
E	>55 and ≤80
F	>80

Table 4 - Level of Service Criteria

Control delay is the delay experienced by vehicles slowing down as they are approaching the intersection, the wait time at the intersection, and the time for the vehicle to speed up through the intersection and enter into the traffic stream. The average intersection control delay is a volume weighted average of delay experienced by all motorists entering the intersection on all intersection approaches. The control delay was modeled within the analysis software, Trafficware Synchro.

The re-distributed 2020 turning movement counts were used to model the Linn Street/Center Street or Church Street/Center Street intersections to determine intersection traffic operations with a traffic signal and a circular intersection during the AM and PM peak hours. The operations and queue results are shown in **Table 5** below.

The overall intersection is operating at LOS A in the AM and PM peak hours with either traffic control option. The circular intersection reduces the maximum movement delay and queues at the intersections when compared to the traffic signal a signal can cause additional delay for drivers and pedestrians.

Intersection	Peak Hour	Intersection Delay (1.)		Maximum Delay-LOS (2.)		Limiting Movement (3.)	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft)
Center St & Church St <i>Signal</i>	AM	4	A	14	B	EBT	NBT/R	25	75
	PM	6	A	18	B	EBL	SBT	75	150
Center St & Church St <i>Circular Intersection</i>	AM	4	A	4	A	SB	NB	-	25
	PM	5	A	6	A	SB	NB	-	25
Center St & Linn St <i>Signal</i>	AM	3	A	14	B	WBT	NBT	50	100
	PM	6	A	16	B	EBL	NBT	75	150
Center St & Linn St <i>Circular Intersection</i>	AM	4	A	5	A	NB	NB	-	25
	PM	6	A	6	A	NB	WB	-	50

Table 5 - LOS / Delay for Signal vs. Circular Intersection

Comparison Summary Matrix

A signal does not address the predominant type of crash, Broadside/T-bone crash, being experienced at the intersection. Circular intersections can improve safety by reducing the number of conflict points. Circular intersections also narrow the pedestrian crossing distance, slow traffic, and decrease queues and delay.

Replacing a traffic signal with a circular intersection has been shown to reduce all crashes by 20% and injury related crashes by 65%. **Table 6** presents a summary matrix comparing the pros and cons of the two traffic control options for Linn Street/Center Street or Church Street/Center Street.

Comparison Matrix of Intersection Control Options for Center Street & Church Street & Linn Street

 Positive  Neutral  Negative    Low High						
Option	Pedestrian Safety Impact	Vehicle Crash Reduction Impact	Driver Delay	Pedestrian Delay	Cost	Notes
Signal 					\$\$\$\$	- Stops traffic and provides light to tell pedestrians for when it's okay to cross. - Waiting for light increases delay for pedestrians. - Can create traffic congestion, add travel time, and frustrate drivers. - Over 50% of crashes at intersections are broadside/T-bone crashes. A signal does not address these types of crashes.
Circular Intersection 					\$\$	50% less conflict points for vehicles and pedestrians when compared to a signal. - Significantly reduces broadside/T-bone crashes at intersection. - Narrows pedestrian crossing distance and allows pedestrians to cross one lane of traffic at a time. - Pedestrian delay is less with the number of sufficient gaps anticipated. - Slows traffic turning in intersection compared to signal or two-way stop condition. - Decreases delay and backups for vehicles at all approaches.

Table 6 - Comparison Matrix: Signal vs. Circular Intersection

One-Way to Two-Way Conversion Implementation



Figure 31 - Existing Image of Church St / Center St Intersection, March 2021

Overall, the conversion of Church Street and Linn Street from one to two-way is feasible with mostly minor changes along each block. Some more involved intersection traffic control redesign at select intersections and roadway widening is needed in select locations. Proper phasing is key.

IMPLEMENTATION PHASES

A plan for implementation was created to establish the ideal order for changes needed to implement the conversion of these two streets to two-way. In addition to the base signing and striping to be completed, other items were identified:

- *On the following map, items shown in orange, many of the items, are low cost, easy implementable items like trimming back vegetation or limiting parking near the intersection corners.*
- *Items shown in red, are where traffic control changes, like signal upgrades or new stop signs, are needed.*
- *The items shown in blue, the intersections of Center at Linn and Church, need traffic control changes and are proposed to be changed from traffic signals to circular intersections.*

An overall depiction of the changes needed is shown in **Figure 32**. A full description of the changes needed with each step of implementation is provided in the **Table 7**.

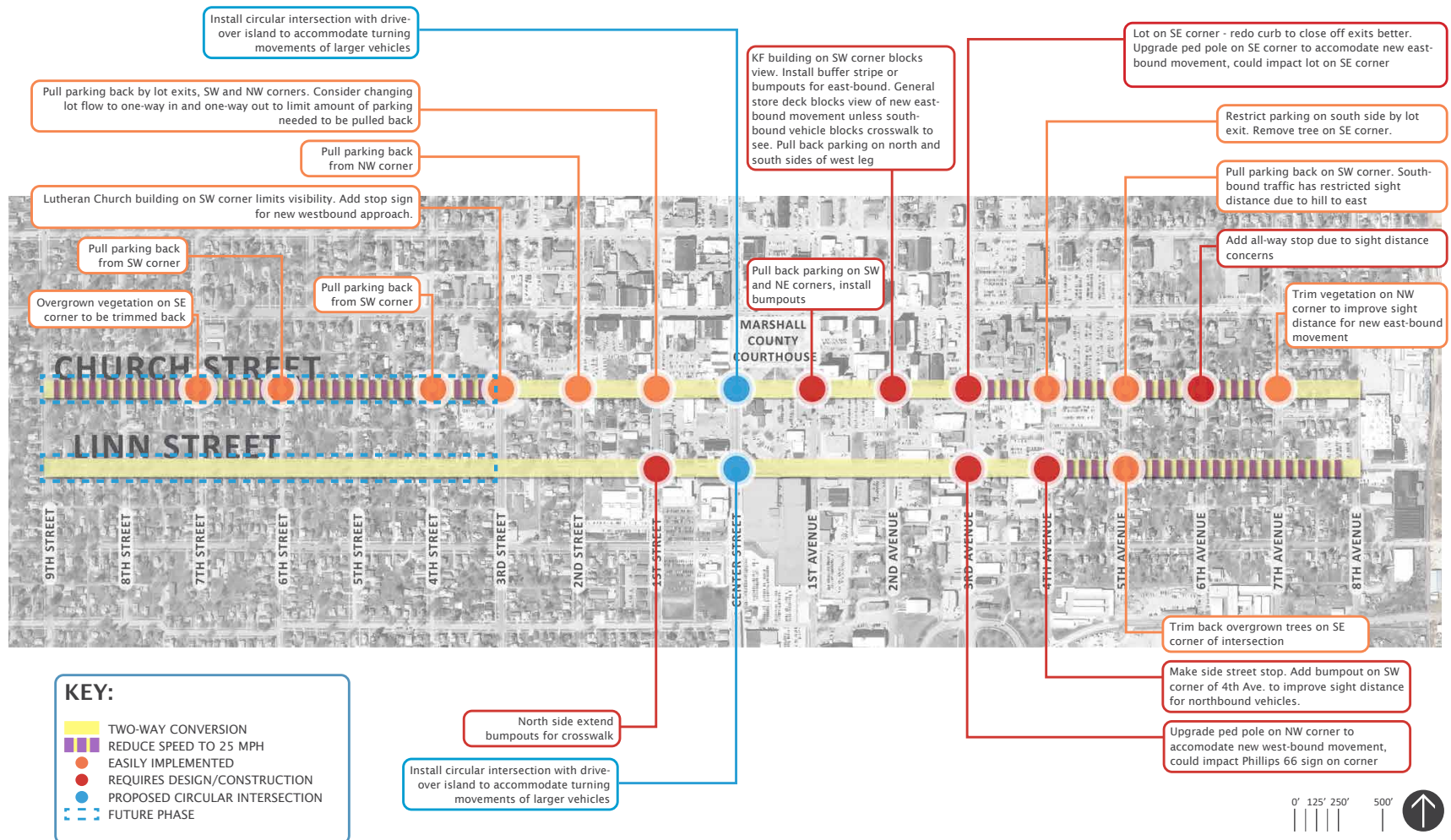


Figure 32 - One-Way to Two-Way Implementation Changes

Table 7 - One-Way to Two-Way Implementation Phasing

CHURCH ST.		1ST PHASE
7th Ave. to 3rd St.		
Step	Activity to Complete	Location / Notes
1	Trim Vegetation	7th St, 6th St, 4th St, By Wolfe Clinic Car Port (W. of 4th Ave), SE corner 4th Ave, 7th Ave NW corner
1	Parking Restrictions	6th St, 4th St, 2nd St, 1st St, Center St, 1st Ave, by lots east of 1st Ave, 2nd Ave (by KF building), SE corner 4th Ave, 5th Ave SW corner
2	Upgrade 3rd Ave Signal for EB	Upgrade ped pole on SE corner, may impact parking lot (bag heads until Step 3)
2	Center St/Church St Circular Intersection	Not Warranted based on volumes. On-Street parking and buildings at back of sidewalk limit visibility. Upgrade to circular intersection.
3	Add All-Way Stop at 6th Ave Intersection	Due to sight distance with new EB movement, need AWSC. Use temp stop ahead signs and flags on install.
3	Speed Limit Changes from 30 mph to 25 mph	3rd Ave to 7th Ave
3	Re-stripe Road for Two-Way traffic	3rd St to 3rd Ave, include buffer stripe for 2nd Ave
3	Remove One-Way signs & alternate parking signs	
3	Add Two-Way Traffic signs at main intersections	
3	Traffic signal turn on for new direction	
4	Bump outs on 1st Ave, 2nd Ave, Courthouse Transit Stop	Could just hatch out in the interim
4	Re-do parking lot curbs	S. Side of Church St, east of 3rd Ave
5	Parking Lot flow changes	Lot on SE corner 1st St/Church
LINN ST.		2ND PHASE
3rd St. to 8th Ave.		
Step	Activity to Complete	Location / Notes
1	Widen Linn St 8-10'	3rd Street to 2nd Street, to allow for parking on one side and two-way traffic
1	Widen Linn St 5'	1/2 block from 3rd Avenue east to the post office, to allow for bike lanes

LINN ST.		2ND PHASE (Cont.)
1	Bump out on SW corner 4th Ave/Linn	By post office
2	Trim Vegetation	5th Ave
3	Upgrade 3rd Ave Signal for WB	Upgrade ped pole on NE corner, may impact Phillips 66 sign
3	Center St/Linn St Circular Intersection	Not Warranted based on volume. Buildings at back of sidewalk limit visibility. Upgrade to circular intersection.
4	Add Two-Way Stop at 4th Ave Intersection	Not warranted based on volume. On Street parking limits visibility. Make side street stop. Pull back parking in front of post office on S. side of Linn St by adding bump out
4	Speed Limit Changes from 30 mph to 25 mph	4th Ave to 8th Ave
4	Re-stripe Road for Two-Way traffic	Includes bike lanes, Center to 4th Avenue
4	Remove One-Way signs & alternate parking signs	
4	Add Two-Way Traffic signs at main intersections	
4	Traffic signal turn on for new direction	
5	Bump outs at 1st St	

LINN ST.		3RD PHASE
9th St. to 3rd St.		
Step	Activity to Complete	Location / Notes
1	Widen Linn St 3-5'	9th St to 3rd St, to allow for parking on one side and two-way traffic
2	Remove One-Way signs & alternate parking signs	9th St to 3rd St
2	Re-stripe Road for Two-Way traffic	9th St to 3rd St
2	Add Two-Way Traffic signs at main intersections	9th St to 3rd St

CHURCH ST.		3RD PHASE
9th St. to 3rd St.		
1	Trim Vegetation	7th St, 6th St, 4th St
1	Parking Restrictions	6th St, 4th St,
2	Speed Limit Changes from 30 mph to 25 mph	9th St to 3rd St
2	Remove One-Way signs & alternate parking signs	9th St to 3rd St
2	Re-stripe Road for Two-Way traffic	9th St to 3rd St
2	Add Two-Way Traffic signs at main intersections	9th St to 3rd St
2	Add EB Stop Sign at 3rd St	Not warranted based on volumes, but needed due to sight distance with Lutheran Church on SW corner

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Pavement Assessment

05



“Rebuild the
character
of our
downtown.”

Pavement Management

BACKGROUND

A key component of the Downtown Implementation Plan is the pavement assessment for all streets, sidewalk and alleys located in the CBD. The pavement assessment was requested to determine a scope and timeline for future maintenance/reconstruction of the pavement. The assessment plays a critical role in helping guide future projects in the downtown area through the creation of a pavement management program (PMP). The PMP evaluates the condition of all the existing pavement and utilizes a cost/benefit approach to recommending repair/reconstruction options to maximize the pavement condition in the area. Pavement Management is a program that carries out an important City policy. The policy objective is to improve not only street conditions, but the aesthetic value throughout the entire CBD in Marshalltown.

ASSESSMENT METHODOLOGY

Using pavement management methodology, Bolton & Menk created a capital improvement program which recommends using the right rehabilitation treatment at the right time in coordination with the overall vision of the Downtown Implementation Plan.

An inventory of the City's streets, sidewalks and alleys was developed using existing City mapping and information, along with information from the Iowa Pavement Management Program (IPMP). Maps of current roadway conditions were generated utilizing pavement condition data provided by the IPMP. The IPMP was established in 1999 through a partnership with Iowa State University, Iowa State University's Institute for Transportation (INTRANS) and the Center for Transportation Research and Education (CTRE). IPMP helps support the management, planning and programing needs for local transportation agencies. Starting in 2013 IPMP has collected data for every mile of roadway in Iowa on a bi-annual basis.

Beginning in 2020 the data will be collected every four years instead of every two.

The data that was collected included the functional performance, structural performance and the amount of cracking that is present in all roadway pavements. This included items like roughness, faulting, joint spalling, number and size of patches, types of cracks and failure locations. All of the data is then aggregated together to develop a Pavement Condition Index (PCI). The PCI values range from 0-100 with 100 being a brand new roadway and 0 being complete roadway failure.

The date utilized for the pavement assessment was collected in 2018. Bolton & Menk worked with the City to adjust the data for any roadway work completed between 2018 and 2021. We also looked at the streets that were heavily utilized as haul routes during both the tornado and derecho debris cleanup. These streets; Main St, State St and Center St all had their existing PCI values reduced by 10 points to account for the additional traffic load placed on them in the past 3 years.

The conditions of the sidewalk and ADA ramp were determined as part of the recently completed ADA transition plan. Each block of sidewalk was given a condition index which ranged from Generally Accessible to Not Accessible. This accessibility rating was based on the percent of barriers to accessibility in each section of roadway. The map on the following page, from the ADA Transition Plan, shows the central business district and the associated rating for all the segments.

In addition to the street and sidewalk pavement, a visual assessment of the alleys was completed. Alleys were ranked based on the visual inspection of the pavement. Ranking included good, fair and poor. The figure below shows the alley inventory.

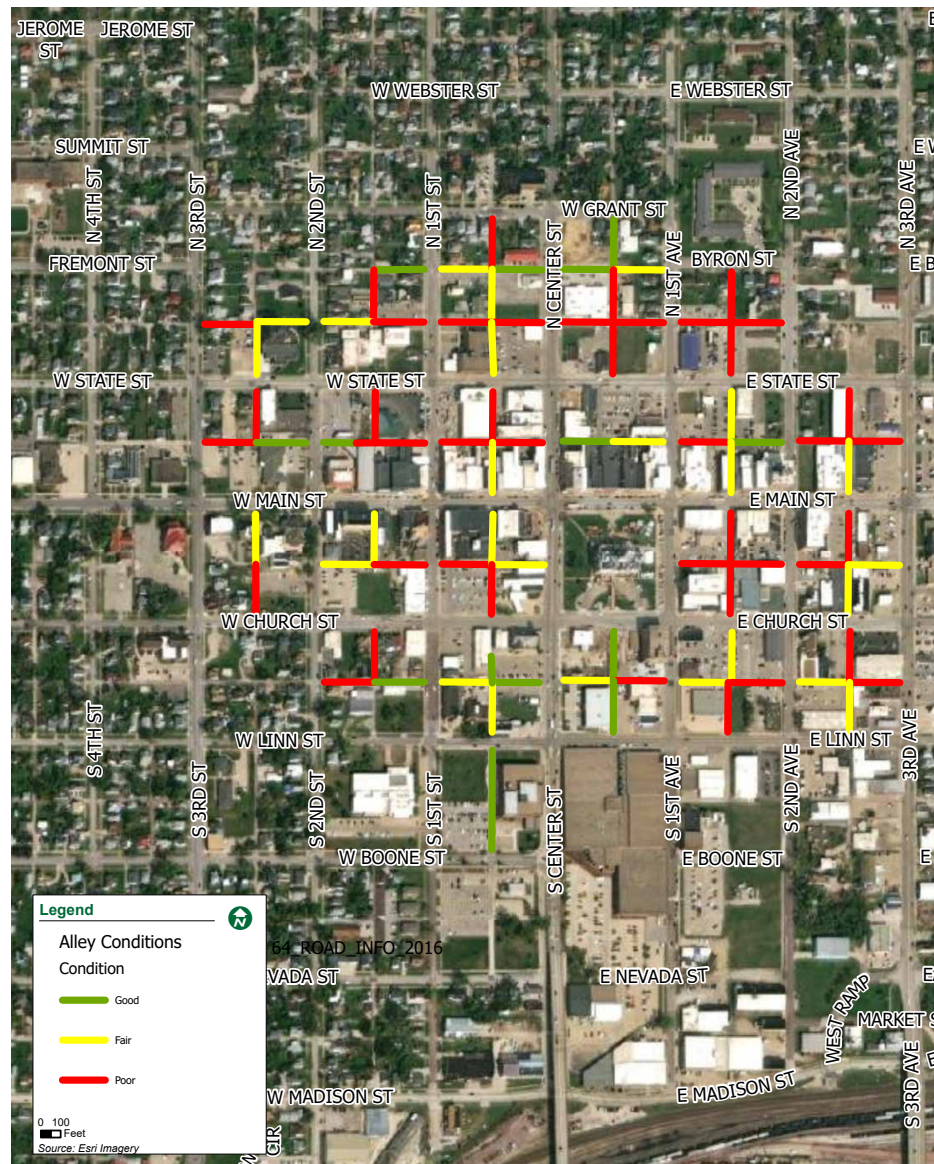


Figure 34 - Alley Conditions Inventory, February 2021

The inventory of the City's current roadway conditions in the CBD showed an average PCI value of 49. This results in a total network rating in the CBD of fair. Soon, many of the streets in the City will begin to reach their terminal ages or already have, or in some cases will have deteriorated due to other environmental or construction factors. As these streets expire, the City will need to restore them to serviceable levels. This can be done through rehabilitation or reconstruction. Rehabilitation involves improving an existing street, typically through localized repairs or re-surfacing. Reconstruction, on the other hand, is the complete replacement of a street. Both rehabilitation and reconstruction are expensive options so it's critical to have a guide for when to apply the various type of treatments. Bolton & Menk worked with the City Public Works staff to develop a list of treatment options that would be utilized in the CBD. There are several methods utilized in other areas of town that were deemed not appropriate in the CBD due to the proximity of buildings, impact to businesses or material availability.

When a preservation treatment is properly applied, it is expected to economically extend the cost of the pavement by addressing the existing distresses such as cracking. In addition, it is expected to prevent future distresses that shorten a pavement's service life. However, those preservation treatments are not typically expected to strengthen the structure of a pavement. Preservation treatments need to be applied at the right time to maximize the expected benefits.

Rehabilitation treatments should be used to enhance the pavement structure and restore heavily deteriorated pavements to an acceptable condition. Three different procedural decision-making steps are typically utilized to select the most appropriate treatment method for a pavement under consideration:

1. *Evaluate the existing conditions*
2. *Determine technically feasible treatment options*
3. *Analyze those feasible options and select the most appropriate treatment*

Using the existing condition data, technically feasible treatment alternatives are recommended. Rehabilitation or replacement treatments are considered when structural deterioration is observed. With no evidence of pavement structural deterioration, preservation treatments are typically considered. Among the feasible treatment alternatives, the most

appropriate treatment is selected.

The purpose of this analysis is to establish a pavement management system whereby the City of Marshalltown can maximize the preservation of pavement, which will provide the greatest benefit to the users given the budget established by policymakers. To do so, pavements should be preserved before they degrade to the point of reconstruction. The worse pavements get, the more expensive they are to fix.

IPMP software DTIMS was utilized to analyze pavement and create a recommended construction program. In the software, each treatment option for pavement rehabilitation or reconstruction is given a set of criteria that tell the software when it can be selected, the cost for the treatment and effects of the treatment. The treatment table used for the downtown pavement assessment is shown below.

Type of Treatment	Treatment	Description	Cost	Trigger	Effect
Reconstruction	Full HMA Reconstruction	Complete reconstruction of existing roadway utilizing full depth asphalt	\$39.23/SF	Poor PCI or failed roadway	All values reset to maximum
	Full PCC Reconstruction	Complete reconstruction of existing roadway utilizing full depth Concrete	\$39.95/SF	Poor PCI or failed roadway	All values reset to maximum
Major Rehabilitation	Mill & Overlay	1.5 to 3 inches of asphalt pavement is milled off and then a new overlay of 3 inches of asphalt is placed on the surface. Repairs surface issues and improves structural character.	\$9.42/SF	PCI >40 & <60, Surface = ACC, Moderate Cracking	Adds 75 to PCI without going over 100 and resets IRI
	Full Depth Concrete Patching	Areas of the street in bad repair are removed and replaced. This may include patching, full panel replacement, and full depth repairs at joints. Slightly improves overall condition and helps extend life by addressing problem areas before they spread	\$6.69/SF	PCI >40 & <60, Surface = PCC, Cracking >50%	Adds 20 to existing PCI, 40% reduction in cracking
Restoration/Preservation	Joint Sealing	All pavement joints are sealed to prevent moisture from entering the pavement structure including routing and sealing random cracks.	\$3.25/LF	Applied every 5 years after last work completed	Maintains existing condition

Table 7 - Pavement Management Plan Treatment Types

Both a one-million dollar per year and two-million dollar per year budget were utilized when considering the recommended improvements. The one-million dollar budget scenario maintained the existing PCI data but did not show an improvement in the overall PCI for the downtown CBD district. The two-million dollar did show an improvement to the overall PCI rating for the CBD. Five-million and ten-million dollar scenarios were also ran to analyze at what point the different options catch up to each other. Understanding that these two budgets were unfeasible, they were not used for further planning. The chart below shows the differences between the budget scenarios used while developing the PMP.

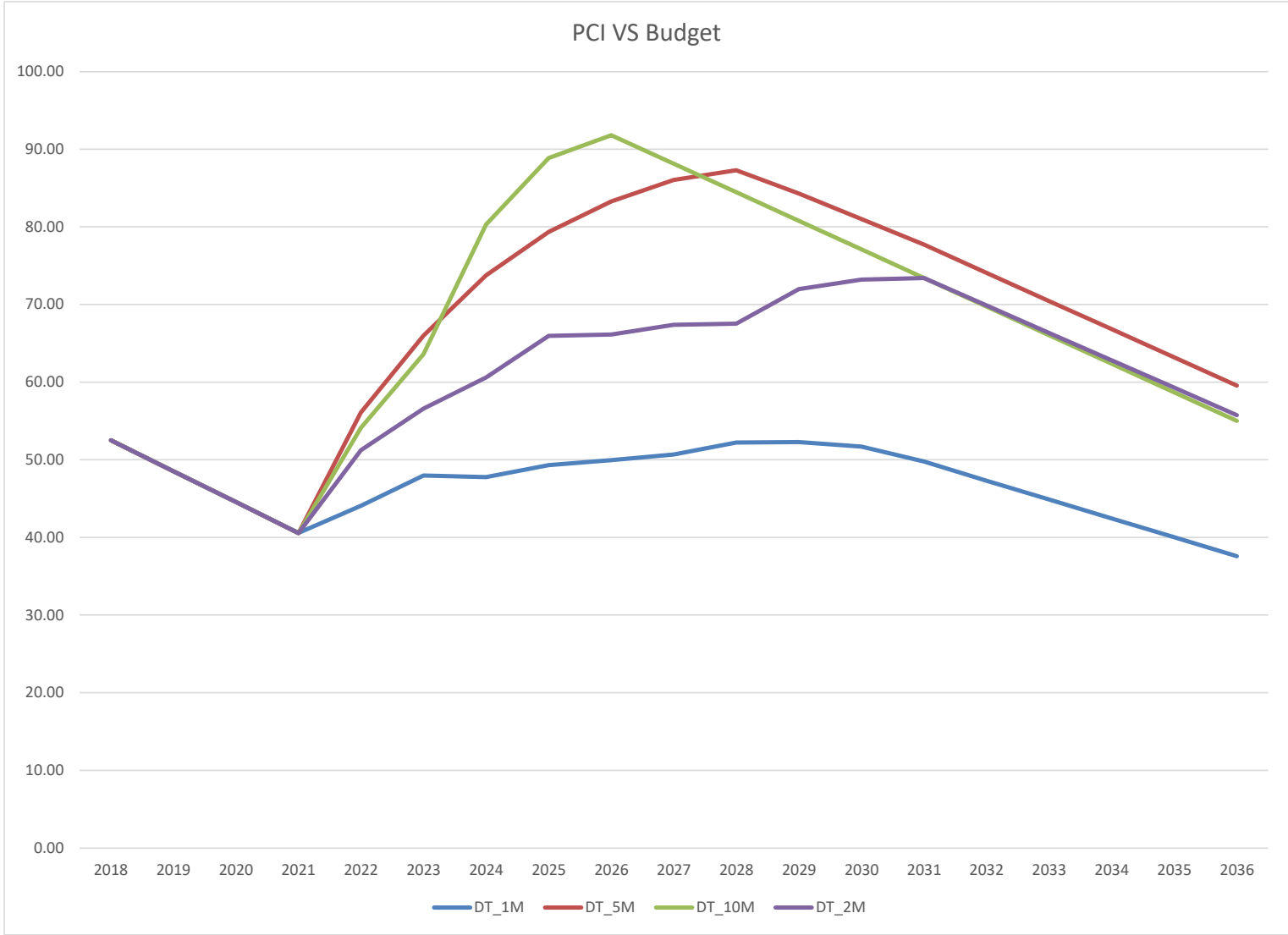


Figure 35 - PCI Value vs. Budget Comparison

Utilizing a goal of increasing the PCI value the two-million dollar budget per year is the recommended budget scenario for the downtown area. The budget was projected out to 2028 but it's recommended to be reran every 4 years when new data is available from the condition of the roadways from INTRANS. The final step of the pavement assessment was to help the City of Marshalltown develop a capital improvement plan (CIP). The recommended construction program from DTIMS for both the \$1M and the \$2M budgets are shown below.

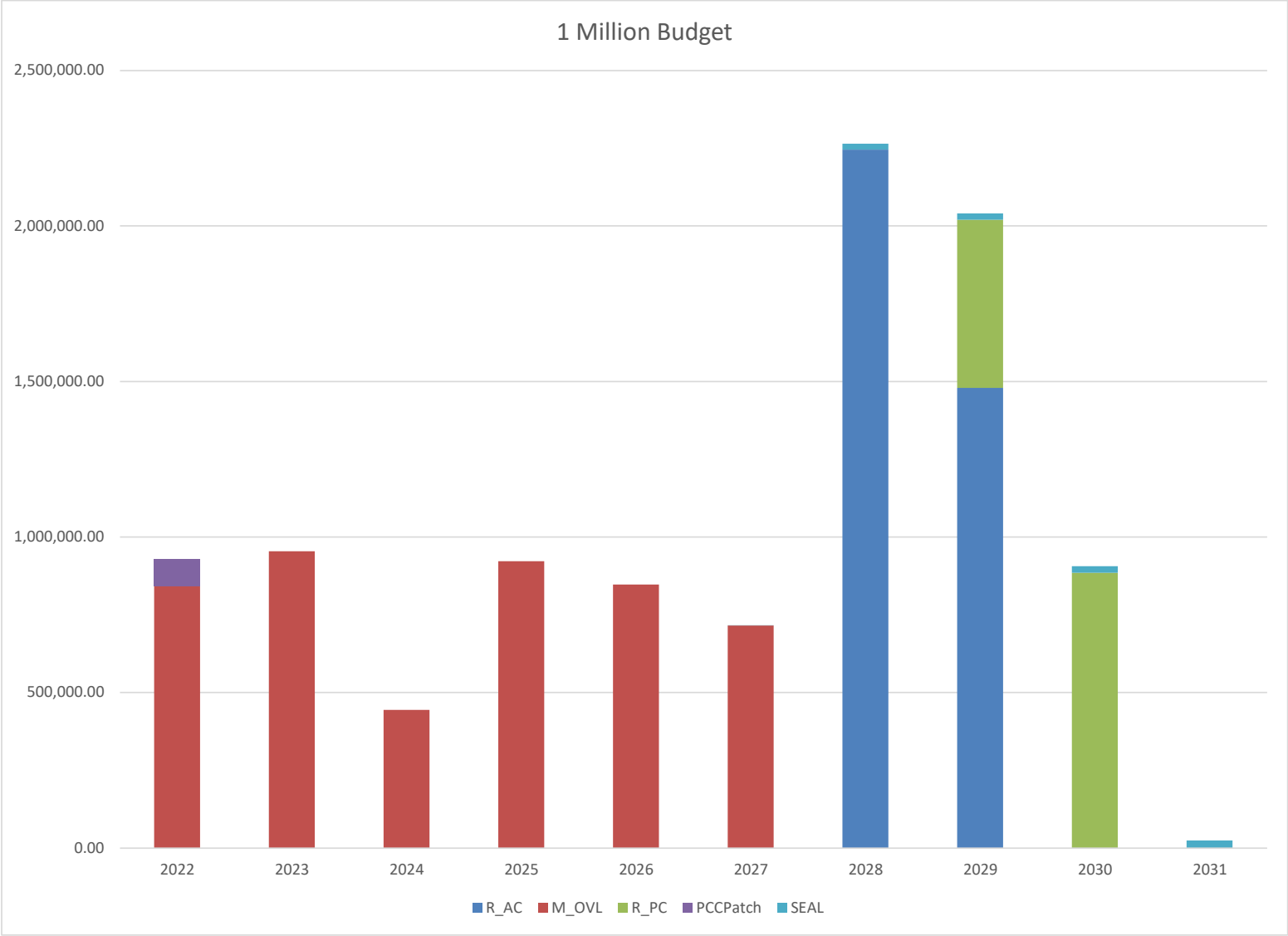


Figure 36 - One Million Dollar Annual Budget Scenario

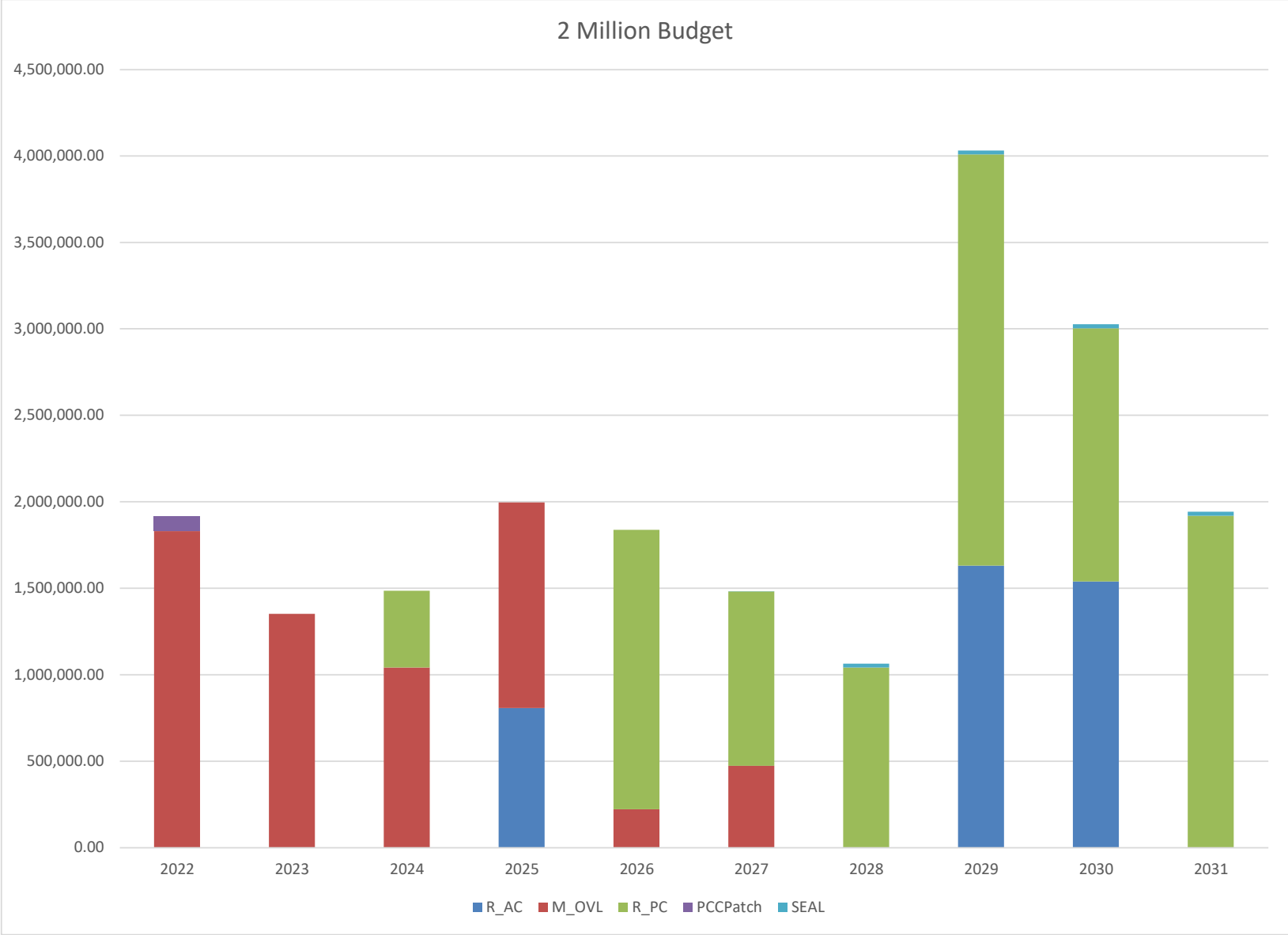


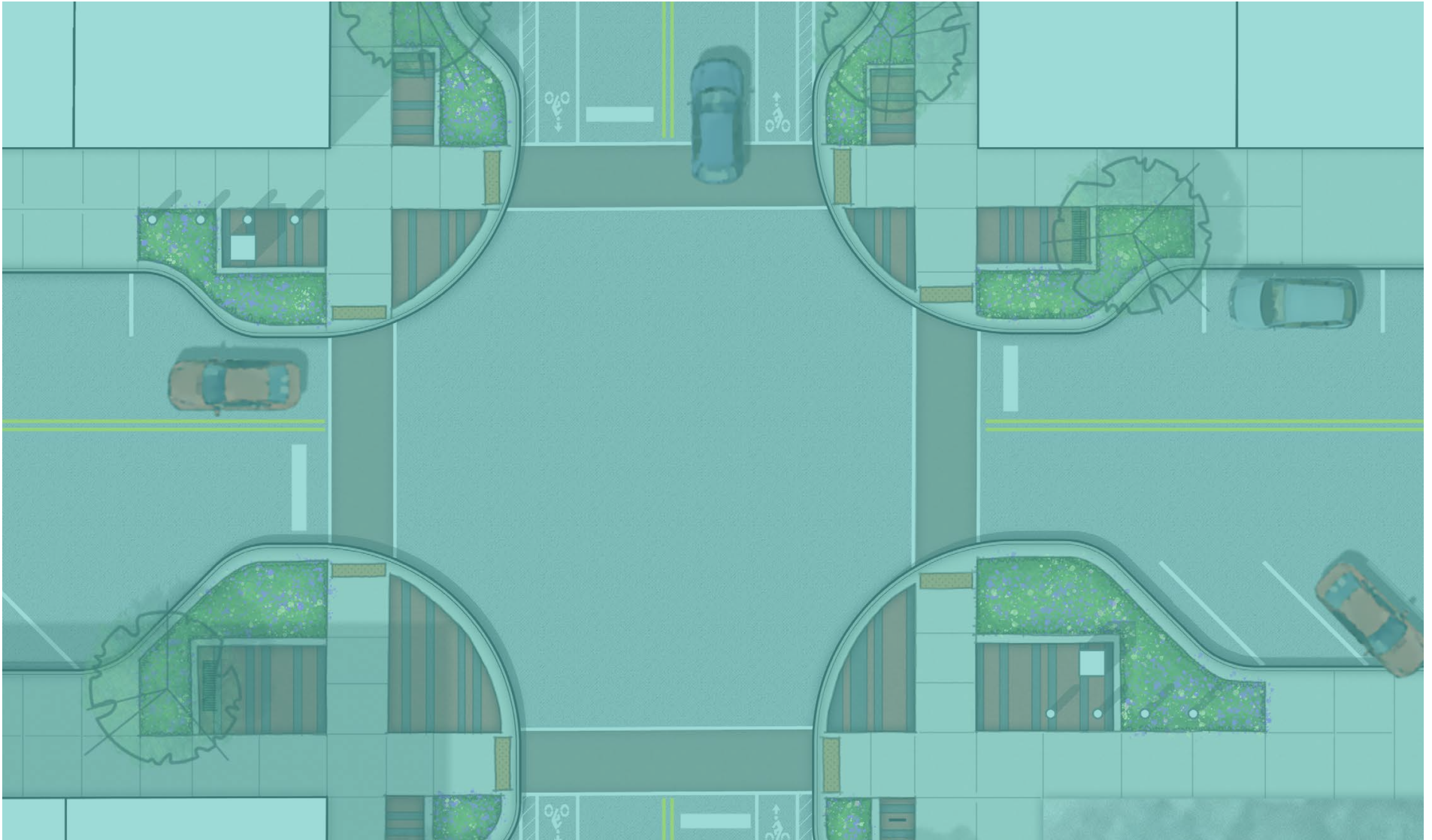
Figure 37 - Two Million Dollar Annual Budget Scenario

The recommended construction programs were then compared to the overall goals for the entire CBD as determined by the steering committee for the project. The steering committee looked at much more than pavement condition. Their priorities for the CBD included items such as pedestrian and bike connectivity, streetscaping concepts, parking configuration and locations, one-way to two-way conversion for Church and Linn Streets and beautification. With the steering committee's vision in place we evaluated how the recommended construction program from DTIMS correlated with the overall project vision. We were able to take the implementation priorities for the CBD and line them up with the recommended repairs from DTIMS. This process helped create the final Capital Improvement Plan for downtown Marshalltown.

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Streetscape Improvements

06



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DOWNTOWN IMPLEMENTATION PLAN

65

Intersections

IMPROVING SAFETY & AESTHETICS

Improving intersections in the CBD is a key component of the Downtown Implementation Plan. Current conditions include numerous instances of obstructed sight lines caused by building edges, parked vehicles and from signage and poles near intersections. The primary goal of improving intersections is to improve public safety and accessibility. A secondary goal is to enhance the visual quality at each location.

Similarly to the approach taken with the streetscape design, all intersections are not treated equal. Intersections around the Courthouse square and along major routes identified as 'primary' are intended to have a higher level of finish with the incorporation of unit pavers, landscape planter beds and at specific locations, gateway / district monuments and decorative lighting. The intersections of Church St / Center St and Linn St / Center St are identified as circular intersections in-lieu of the current signalized intersection. **Section 04** describes the design intent and process of implementing this change in more detail.

Bumpouts or curb extensions are recommended at every intersection in the CBD where on-street parking exists. Currently in downtown, bumpouts are installed on Main Street. These are locations where the curb line extends into the roadway, reducing the width of the overall roadway pavement. The travel lanes are not reduced by the bumpout, as only the width otherwise given to the parking lane is taken away. Bumpouts shorten crosswalk distances and allow pedestrians and drivers to see each other more easily, by pulling the pedestrian out from behind parked vehicles.

Another important aspect of the proposed intersection design is utilizing the expanded pedestrian and sidewalk space for decorative pavement, landscape planter beds and for placing site furnishings. With the exception of Main Street and Center Street, sidewalks in downtown Marshalltown are not overly wide and do not afford a lot of space for

landscaping and benches, lighting and other amenities. Increasing space for these items caters to the overall streetscape approach in downtown and allow opportunities for expanding pedestrian accommodations currently lacking in the CBD.



Figure 38: Existing Conditions at Intersection of 1st Ave and Church St, March 2021

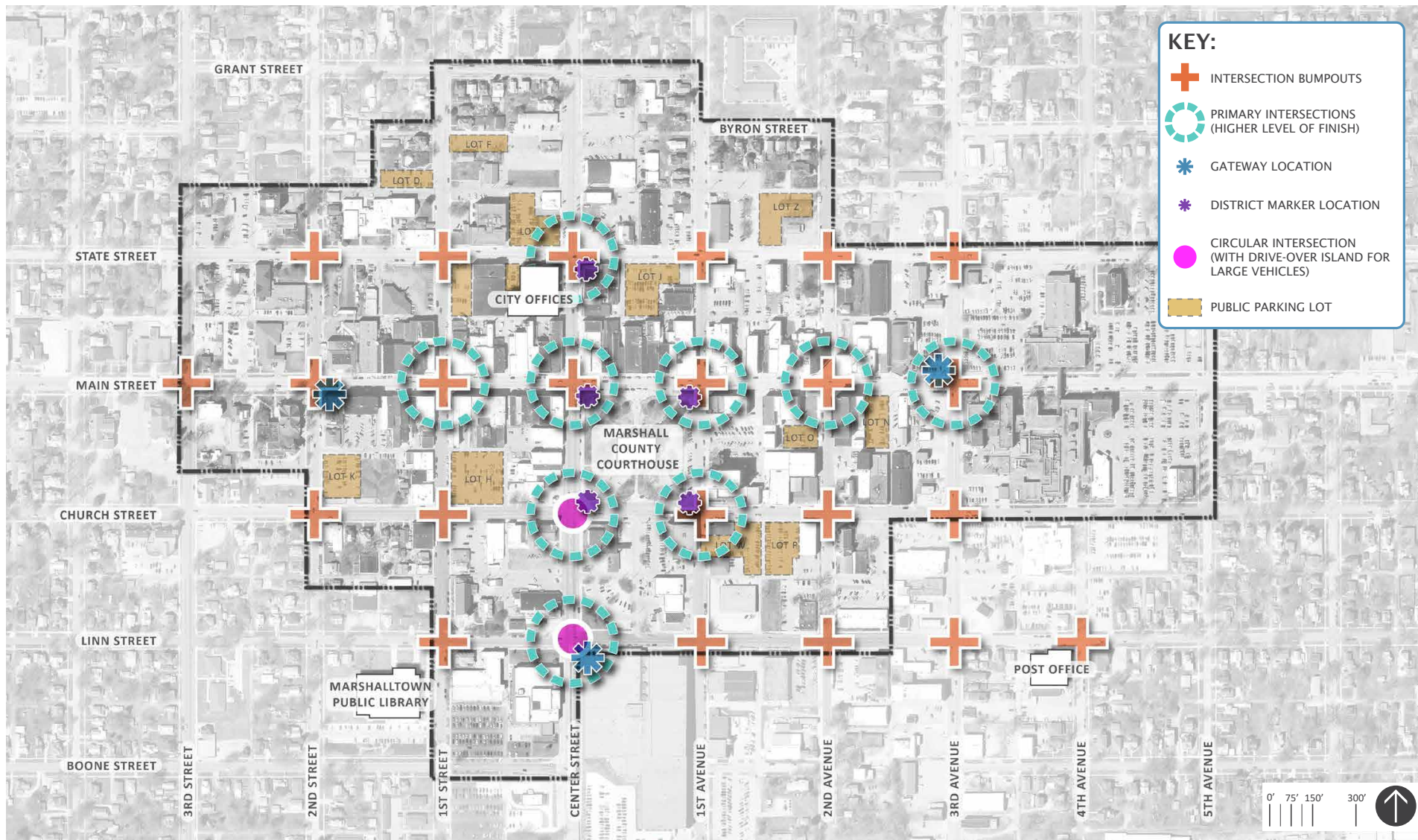
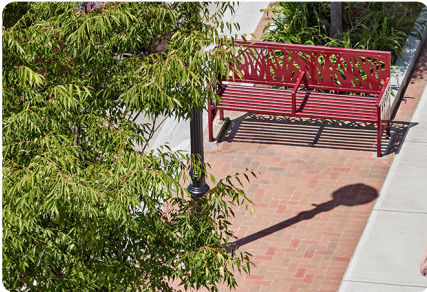


Figure 39: Intersection Improvement Diagram



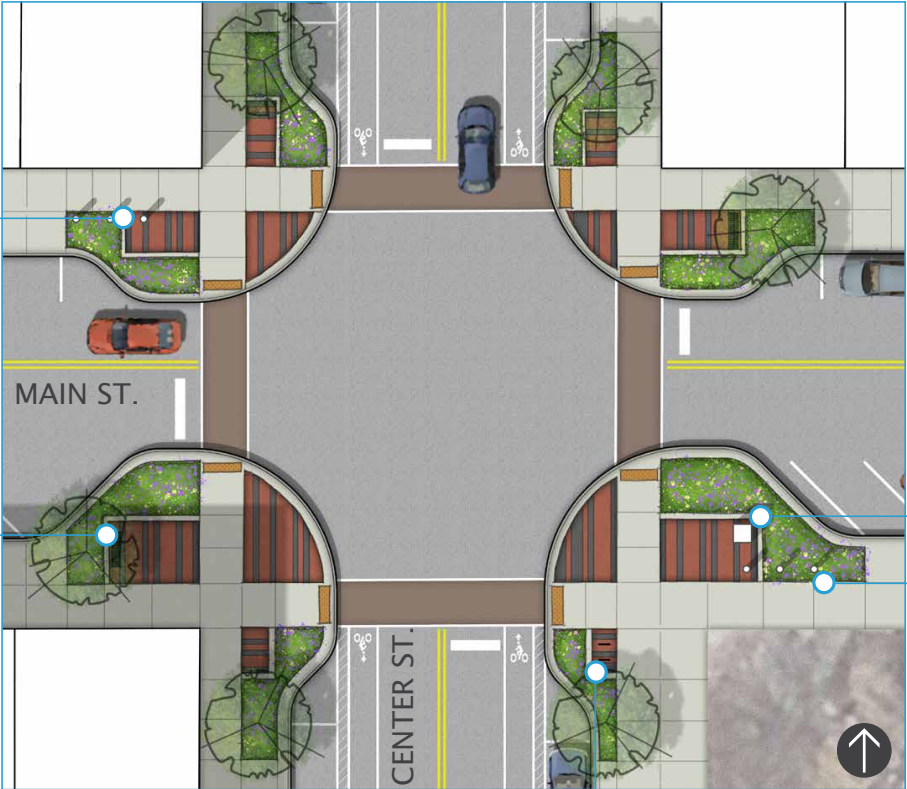
DECORATIVE PAVING



DECORATIVE PAVING



SEATING AREA



BIKE RACKS



MONUMENT/DISTRICT SIGN



ARTISTIC LIGHTING

Figure 40: Proposed Intersection Design with Character Imagery at Main St / Center St Intersection

Street Trees & Landscaping

BRINGING BACK THE URBAN TREE CANOPY

Re-establishing the urban tree canopy of Marshalltown is important to bringing back the old-growth, historic character of many of the community's neighborhoods. Established trees help to reduce the scale of the urban right-of-way and create a more comfortable and inviting pedestrian space. Incorporating trees into the design of the sidewalks and bumpouts in downtown will overtime, create a comfortable sidewalk environment in summer months, add visual interest to the street, allow for holiday lighting and contribute to traffic calming. With the loss of so many trees due to recent natural disasters, it may be desirable to line the downtown streets with trees but careful consideration for where trees are planted, what species are planted and how each tree is planted are all important to establishing mature, healthy urban trees.

STREET TREE PLANTING

Traditionally, urban streets do not present the best growing environment for trees. As a result, additional thought must be given to how each tree is planted, particularly with the soil medium and root zone of the tree. With close proximity to the street, compaction to the subsoils will occur over time and greatly reduce the ability for roots to grow and expand freely. The available moisture and oxygen to those roots becomes marginalized and thus the health of the tree is negatively impacted. By removing a larger volume of soil around the root zone of the tree and replacing it with structural soil, the growing medium of the tree can now hold moisture and maintain porous space for the roots to move. Structural soil is a combination of clean aggregate, topsoil, organic material and a binder to help retain soil moisture. The rock in the soil adds a structural component which will reduce compaction, allowing the soil to breathe and hold water. As the tree grows, roots are able to expand under the sidewalk and are less likely to girdle at the tree planter and put pressure on the adjacent pavement.

A structural soil zone should be established for each street tree. Ideally the total volume of structural soil would target anywhere from 15 – 30 cubic yards of soil per tree. If there is an opportunity to connect planting areas with structural soil, this would provide a more efficient installation of the material but that may not be possible due to the spacing of the trees.

Larger planting areas, the right planting soil and the right tree species all go together to promoting a healthy and mature street tree corridor. When considering species, the design should focus less on establishing a rhythm or balance, but build in diversity into the species mix, as suggested by the Downtown Master Plan. Disease and pests can wipe out a single species of tree so planting a mix will reduce the potential for widespread die off. Equally important is the size and shape of the tree. Trees that are too large will not only struggle to grow well in a confined space, they will also likely impact surrounding vegetation and buildings. Trees with oval, pyramidal, and narrower growth habits will fit the streetscape better and cause fewer issues with their surroundings. The following includes a list of recommended canopy and ornamental tree species for consideration in downtown Marshalltown, which was adapted from the Downtown Master Plan:

- *American Horbeam* | *Carpinus caroliniana*
- *Ginkgo* | *Ginkgo biloba* (male only)
- *Sugar Maple* | *Acer saccharum*
- *Autumn Brilliance Serviceberry* | *Amelanchier x grandiflora* (single stem/tree form)
- *Columnar English Oak* | *Quercus robur* 'Fastigiata'
- *Hackberry* | *Celtis occidentalis*
- *American Linden* | *Tilia americana*
- *Honeylocust* | *Gleditsia triacanthos* (thornless/seedless only)

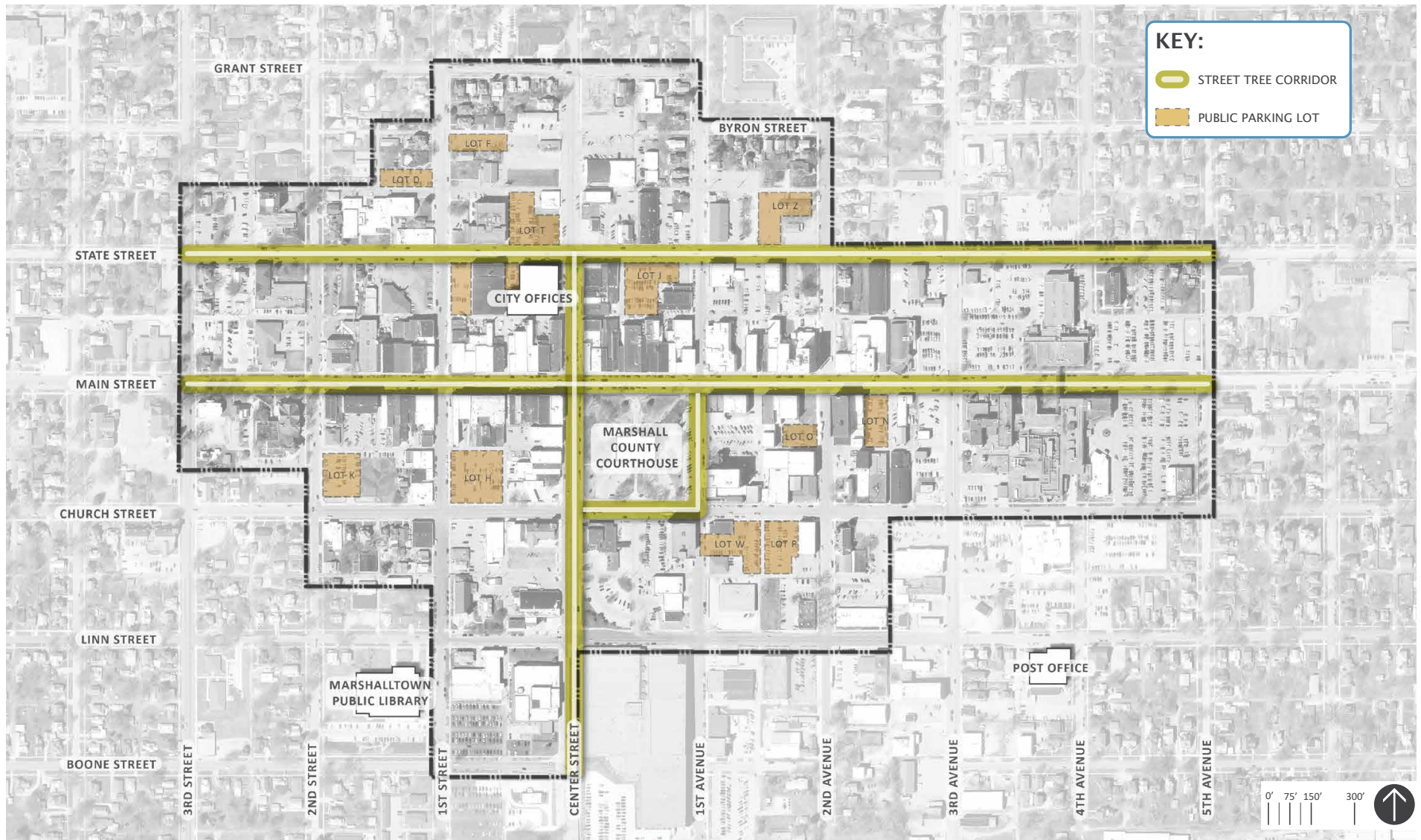


Figure 41: Street Tree Corridor Diagram

- Kentucky Coffeetree | *Gymnocladus dioicus* (male/seedless only)
- Sweetgum | *Liquidambar styraciflua* (male/seedless only)
- Blackgum | *Nyssa sylvatica*
- London Planetree | *Platanus x acerfolia*
- Swamp White Oak | *Quercus bicolor*
- Scarlet Oak | *Quercus coccinea*
- Accolade Elm | *Ulmus japonica x Ulmus wilsoniana*
- Flowering Crabapple | *Malus spp.*
- Japanese Tree Lilac | *Syringa reticulata*



Figure 42: Example Image, Landscape Bed with Planter Curb and Railing



Figure 43: Example Image, Landscape Bed with Street Trees

URBAN LANDSCAPING

Incorporating plant material into the design for downtown will be achieved at a variety of scales and forms including:

- *Hanging baskets along Main Street*
- *Landscape beds within the sidewalks on Main Street, State Street, all four sides of the Courthouse Square, and along Center Street*
- *Intersection bumpout landscape beds and primary intersections*
- *Above grade planter pots*

Landscape beds should consist of a variety of drought tolerant perennial forbs, grass and shrub species that are appropriate for USDA Zone 5a or colder. Seasonal color, long bloom periods and lower maintenance input should be considered when selecting plant species. Plants that will require extensive pruning and dead-heading should be avoided. Perennials and grasses with heights over 3' tall should be avoided or used sparingly in order to not encroach on sight lines and to create safe and comfortable spaces. Trees and shrubs planted at intersection bumpouts should preserve sight triangles at each intersection and provide clear lines of sight to oncoming traffic. Spacing of all plant material should respect the mature growth size of each plant, doing so will help prevent beds from becoming overcrowded and looking messy or unkept.

Similarly to the care given to planting trees, preparing landscape beds with 12" – 18" of amended planting soil consisting of 50-60% sand, 15-25% quality topsoil low in clay content and 10-20% compost. Beds should be finished with 3"-4" of double processed hardwood mulch to reduce erosion, maintain soil moisture and reduce the ability for weed seed to settle in and germinate. Maintaining the mulch layer annually will greatly reduce the amount of maintenance needed to weed the bed, as well as the need for supplemental watering.

Site Furnishings



Figure 44: Example Image, Sidewalk Bench Seating

OVERVIEW

People visit downtown for a number of different reasons. People live in this space, work here, dine here, shop here or just simplify pass-through downtown, by car, foot and bicycle. As such this space needs to be flexible and accommodating. To accommodate pedestrians, site furnishings should be visible and abundant. This is a space that will accumulate litter, so providing a place for people to put it, is very important. Similarly, it is important to encourage visitors to spend time here, even if that means just taking a break on a bench or eating lunch at a café table. Provide seating opportunities on every block in the central business district. When siting the location of bench or wall seating, consider the surroundings of each space. People want to feel comfortable and safe when sitting along the street or sidewalk, so ensuring that people won't need to turn their back to oncoming vehicles or too close to parked cars or passing pedestrians will encourage increased use of the bench or seat wall.

LOCATION IS EVERYTHING

As illustrated on the bicycle facilities map on **page 38**, key locations are identified for placing bicycle parking. These locations are chosen to evenly distribute bicycle parking throughout downtown and are within close walking proximity to proposed bicycle circulation routes in the CBD. As improvement projects are finished and bicycle circulation increases, the need for additional bicycle parking at other locations should be evaluated. Certain restaurants/bars, coffee shops and stores may see increase traffic from the cycling community and may warrant additional bike racks.



Figure 45: Site Furnishing Character Imagery

CONSISTENT STYLING

The style of site furnishings should be consistent throughout downtown. Choosing bike racks, litter receptacles and benches that are the same color and have a similar style will strengthen the character of downtown. Having multiple styles of benches or different finishes should be avoided. The city should also avoid allowing property owners to put out their own benches or chairs on the sidewalk. The exception to this rule would be if a business has an outdoor dining space in which they remove their tables/chairs daily.

Community input suggested that the site furnishings in downtown should give a nod to the historic character of downtown but in a sophisticated and simplified form. Avoid styled that are overly ornate, as well as forms that are overly contemporary.

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OVERVIEW

The incorporation of decorative pavements is a common element among successful streetscapes and attractive urban spaces. This can be as simple as a scoring pattern in traditional concrete pavement or more commonly, by the use of concrete or clay unit pavers and/or colored concrete pavement. These features can be used to define or draw attention to pedestrian spaces or simply add visual interest to streets, sidewalks and crosswalks.

Historically, unit pavers have been incorporated into sidewalks and crosswalks in downtown Marshalltown, primarily around the Courthouse square and on Main Street. At the intersection of Main St and Center St, there are also engraved granite memorial / dedication pavers in-laid in the sidewalk paying tribute to specific organizations and Marshalltown citizens.

DESIGN INTENT

While collecting community input on what the streetscape design should consist of, there was considerable support for integrating decorative materials / treatments into the overall design for downtown. Similarly, participants described that this should be done selectively at key locations.

As illustrated in the typical streetscape improvement illustrations in Section 01 – Executive Summary, concrete unit pavers are proposed within downtown sidewalks for specific streets, at intersection bumpouts and expanded pedestrian areas in the CBD. Colored concrete crosswalks are shown at primary intersections as shown on the Intersection



Figure 46: Existing Memorial / Dedication Pavers at Main St / Center St Intersection, March 2021



Figure 47: Character Image of Using Decorative Pavers to Define Sidewalk Use Zones

Improvement Diagram on **page 67**.

IMPLEMENTATION/DETAILING

The pattern, style and color of unit pavers and for the colored concrete crosswalks should compliment the overall character of downtown and similarly to site furnishings, give a nod to the historic context of the CBD. The following includes a brief description of the design intent for using decorative pavements in downtown and considerations for promoting long-term success of the implementation:

Concrete Unit Pavers –

- *Only pavers with a minimal beveled edge, tight joints, and complying with ADA guidelines may be used.*
- *Where used in the sidewalks or pedestrian spaces, 6 CM or 7CM thickness should only be used.*
- *In areas of limited vehicular use, pavers may be set on a sand setting bed, with a poured-in-place concrete base.*
- *In areas intended for vehicular use, pavers should be installed on an asphalt setting bed with a neoprene mastic, over a concrete base.*
- *The concrete base beneath the pavers must be doweled to adjacent pavements to reduce differential settlement where the two surfaces meet.*
- *Pavers must be installed per SUDAS and manufacturer standards for installation, as this will ensure that strict installation practices and tight tolerances for finished work are met.*

Colored Concrete –

- *Colored concrete should be specified / installed as integral mix concrete, with the color being evenly distributed into the mix at the plant or in the truck. This will ensure that the color is incorporated*

into the entire cross-section of the pavement and not just at the surface.

- *Large expanses or continuous runs of colored concrete should be avoided. It is difficult to get consistent coloring with colored concrete and slight variations from truck to truck is common. In the event that an area of the pavement needs to be replaced, smaller areas that are not abutting another colored slab will not be as noticeable should there be slight color variations.*
- *Shades of red, blue and green colored concrete should be avoided as these colors tend to fade more and often don't maintain their original color as they age.*

MEMORIAL/DEDICATION PAVERS

The reuse of the existing memorial / dedication pavers came up multiple times during the community outreach process. It is important to community members that these items are not forgotten or destroyed and that consideration for them be planned into the streetscape design.

While currently being used in the pavement design of the sidewalks, repurposing the memorial pavers into the face of seatwalls the architectural gateways/monuments may be a better long-term home for these features. Bringing them up off the ground plane makes them more visible and will promote the longevity of the materials.

If intermediate improvements are made to the sidewalks, the memorial pavers should be salvaged and stored for later use and detailed into the streetscape design when possible.



Figure 48: Character Image of Contrasting Unit Pavers Used In a Streetscape



Figure 49: Character Image of Unit Paver Color and Pattern Complimenting the Historic Context of the Space

Implementation/ Phasing

07



Project Phasing

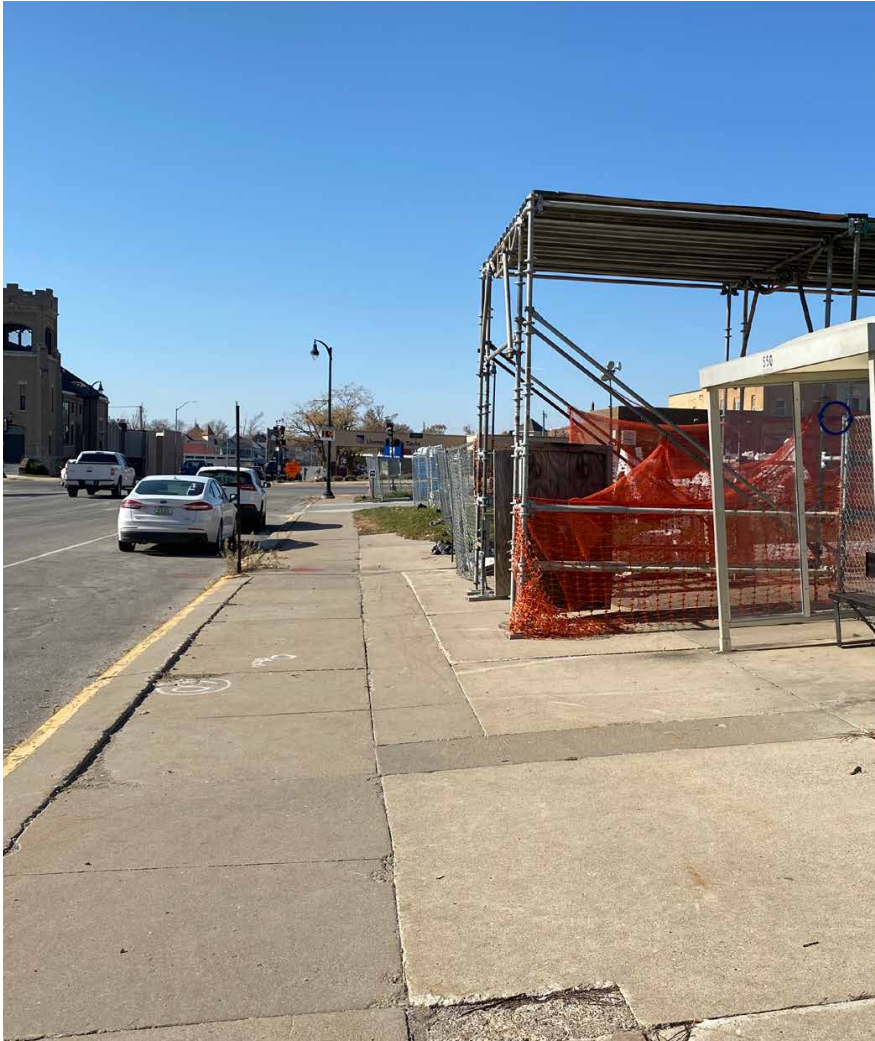


Figure 50: Construction of Court House Entrance and Bus Stop On Church Street, March 2021

SUMMARY

The execution of projects in downtown is important but it will take time. As previously described in this plan, the proposed improvements are intended to be implemented in phases. Each phase is developed following the sequence resulting from the pavement management plan. The extents of each phase were determined purposefully, to promote efficiency in the construction process, minimize disturbance to downtown businesses and to work with subsequent or previous phases.

The following table identifies each phase of construction for the Downtown Implementation Plan, along with a description of the specific improvements per phase and the anticipated project cost. Per the phasing cost summary on **pages 17-19**, the project cost includes design and construction. While these recommendations are specific, the construction costs should be used for budgetary purposes only. Additional study, changes to project extents and timing are likely to change / adjust based on many other factors.

PHASE	PROJECT DESCRIPTION	COST EST.
1A	1A. State Street: 3rd St - 3rd Ave Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction 45' width (face to face), new curb and gutter to accommodate proposed cross section • Striping and signage for roadway and two-way cycle track Sidewalks: • Min. 10' wide sidewalk, both sides • Street trees with tree grates Amenities: • Street trees w/tree grates • Landscape beds at mid-block locations where space and adjacent uses present opportunities • Intersection bumpouts landscape beds and concrete unit pavers at primary intersections • District marker at State St. / Center St. intersection • Provide bike racks, bike racks and litter receptacles at Center St. intersection Pedestrian alley improvements: • Removable bollards at each end, pedestrian scale lighting, misc. visual quality improvements, and site furnishings • Patching of alley pavement where needed Crosswalks: • Colored concrete crosswalks at intersections of State St. / Main St.	\$6.4 Million
1B	1B. State Street 3rd Ave - 5th Ave Roadway: • Curb and gutter to remain in place • Striping and signage for roadway and on-street parallel parking and bike sharrows for shared bicycle facility Sidewalks: • 5' wide sidewalk on north side of street with boulevard landscaping and street trees	\$100,000

2A

2A. Main Street: Center St - 3rd Ave**Roadway & Utilities**

- Full utility replacement including: storm sewer, sanitary sewer and water main
- PCC roadway reconstruction 49' width (face to face), new curb and gutter to accommodate AP1.1 Cross Section: angled parking on south side, parallel parking on north side
- Striping and signage for roadway

Sidewalks:

- New concrete sidewalks both sides
- 12" – 18" concrete band behind back of curb

Amenities:

- Street trees w/ combination of tree grate, landscape beds, planter curb, ornamental railing (only on courthouse square blocks)
- Concrete unit pavers between street trees and landscape beds
- Intersection bumpouts landscape beds and concrete unit pavers at primary intersections
- District marker at Center St. / Main St. and 1st Ave. intersections
- Gateway monument at Main St. / 3rd Ave. intersection
- Sculptural accent lighting at Center St. and 1st Ave. intersections
- Provide bike racks, bike racks and litter receptacles at Center St. intersection
- Salvage and relocate existing roadway lighting w/ new footings, wire and conduit
- Basement vault and coal chute repair/filling where encountered

Pedestrian alley improvements:

- Removable bollards at each end, pedestrian scale lighting, misc. visual quality improvements, and site furnishings
- Patching of alley pavement where needed

Crosswalks:

- Colored concrete crosswalks at intersections of Center St. / Main St., 1st Ave. / Main St.

\$4 Million

PHASE	PROJECT DESCRIPTION	COST EST.
2B	2B. Center Street: State St Intersection - Church St Intersection Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction 56' width (face to face), new curb and gutter • Striping and signage for roadway Sidewalks: • New concrete sidewalks both sides • 12" - 18" concrete band behind back of curb Amenities: • Street trees w/ combination of tree grate, landscape beds, planter curb, ornamental railing (only on courthouse square blocks) • Concrete unit pavers between street trees and landscape beds • Intersection bumpouts landscape beds and concrete unit pavers at primary intersections • Basement vault and coal chute repair/filling where encountered	\$2 Million
3A	3A. Main Street: 3rd St - Center St Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction 49' width (face to face), new curb and gutter to accommodate AP1.1 Cross Section: angled parking on south side, parallel parking on north side • Striping and signage for roadway Sidewalks: • New concrete sidewalks both sides • 12" - 18" concrete band behind back of curb	\$4 Million

PHASE	PROJECT DESCRIPTION	COST EST.
3A	3A. Main Street: 3rd St - Center St (continued) Amenities: • <i>Street trees w/ combination of tree grate, landscape beds, planter curb</i> • <i>Concrete unit pavers between street trees and landscape beds</i> • <i>Intersection bumpouts landscape beds and concrete unit pavers at primary intersections</i> • <i>Gateway monument at 2nd St. / Main St. intersection</i> • <i>Provide bike racks, bike racks and litter receptacles at intersection bumpouts and pedestrian alleys</i> • <i>Salvage and relocate existing roadway lighting w/ new footings, wire and conduit</i> • <i>Basement vault and coal chute repair/filling where encountered</i> Pedestrian alley improvements: • <i>Removable bollards at each end, pedestrian scale lighting, misc. visual quality improvements, and site furnishings</i> • <i>Patching of alley pavement where needed</i> Crosswalks: • <i>Colored concrete crosswalks at intersections of 1st St. / Main St.</i>	
3B	3B. Main Street: 3rd St - Center St (continued) Roadway & Utilities: • <i>Full utility replacement including: storm sewer, sanitary sewer and water main</i> • <i>PCC roadway reconstruction, width varies on 3rd St, 30' from Fremont St. to State St., 37' from State St. to Main St.</i> • <i>New curb and gutter to accommodate</i> • <i>Striping and signage for roadway</i> Sidewalks: • <i>New concrete sidewalks both sides, 5' width</i>	\$45,000

4A

**4A. Church Street: 3rd St - 2nd Ave
Mini Roundabout at Center St. Intersection**

\$5.5 Million

Roadway & Utilities:

- Full utility replacement including: storm sewer, sanitary sewer and water main
- PCC roadway reconstruction 49' width (face to face), new curb and gutter to accommodate AP1.1 cross section from Center St. to 1st Ave.: angled parking on south side, parallel parking on north side. Add bumpouts at every intersection with on-street parking
- Partial curb and gutter replacement remainder of Church St. and on Center St.
- 49' width (face to face) from Center St. to 1st Ave., 45' width (face to face), 56' width (face to face) on Center St.
- Signage and striping for two-way traffic and revised parking configuration

Sidewalks:

- New concrete sidewalks both sides
- 12" – 18" concrete band behind back of curb on Church St. from Center St. to 1st Ave.

Amenities:

- Street trees w/ combination of tree grate, landscape beds, planter curb, ornamental railing (only on courthouse square blocks) on Church St. from Center St. to 1st Ave.
- Concrete unit pavers between street trees and landscape beds
- Intersection bumpouts landscape beds and concrete unit pavers at primary intersections
- District marker at Center St. / Church St. and 1st Ave. intersections
- Sculptural accent lighting at Center St. and 1st Ave. intersections
- Provide bike racks, bike racks and litter receptacles at Center St. intersection
- Salvage and relocate existing roadway lighting w/ new footings, wire and conduit where curbs are moved

Crosswalks:

- Colored concrete crosswalks at intersections of Center St. / Church St., 1st Ave. / Church St.

PHASE	PROJECT DESCRIPTION	COST EST.
4B	4B. Church Street: 2nd Ave - 3rd Ave, 3rd Ave - 8th Ave Roadway: ▪ Curb and gutter to remain in place ▪ Striping and signage for two-way traffic and on-street parallel parking ▪ Add all-way stop at 6th Ave. intersection Sidewalks: ▪ Partial sidewalk patching / replacement	\$190,000
4C	4C. 3rd Ave Intersection ▪ Upgrade 3rd Ave traffic signal for two-way traffic on Church St.	\$64,000
5A	5A. Linn Street: 1st St - Center St, 1st St: Main St - Linn St Mini Roundabout at Center St. Intersection Roadway & Utilities: ▪ Full utility replacement including: storm sewer, sanitary sewer and water main ▪ PCC roadway reconstruction ▪ Partial curb and gutter replacement ▪ Signage and striping for two-way traffic Sidewalks: ▪ New concrete sidewalks both sides Amenities: ▪ Street trees w/ combination of tree grate, landscape beds, planter curb, ornamental railing (only on courthouse square blocks) on Church St. from Center St. to 1st Ave. ▪ Concrete unit pavers between street trees and landscape beds ▪ Landscape beds and concrete unit pavers at Center St. intersection ▪ Gateway monument at Center St. / Linn St. intersection ▪ Salvage and relocate existing roadway lighting w/ new footings, wire and conduit where curbs are moved	\$2.8 Million

PHASE	PROJECT DESCRIPTION	COST EST.
5B	5B. Linn Street: 3rd Ave Traffic Signal, 3rd Ave - 4th Ave, 3rd St - 2nd St • Upgrade 3rd Ave traffic signal for two-way traffic on Linn St. Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction • Partial curb and gutter replacement • Signage and striping for two-way traffic • Widen roadway from 3rd St to 2nd St to 30' width • Widen roadway for 1/2 block from 3rd Ave to Post Office to accomodate bike lanes to 4th Ave • Add bumpouts at 4th Ave intersection, make all way stop Sidewalks: • Partial sidewalk patching / replacement	\$1.2 Million
5C	5C. Linn Street: 2nd St - 1st St, 1st Ave - 2nd Ave, Post Office to 8th Ave Roadway & Utilities: • Curb and gutter to remain in place • Signage and striping for two-way traffic and on-street parallel parking Sidewalks: • Partial sidewalk patching / replacement	\$180,000

PHASE	PROJECT DESCRIPTION	COST EST.
6	6. 1st St from State St - Main St, 1st Ave from State St - Church St, 2nd Ave from Main St - Church St Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction • Partial curb and gutter replacement • Signage and striping Sidewalks: • New concrete sidewalks both sides Amenities: • Street trees w/ combination of tree grate, landscape beds, planter curb, ornamental railing (only on courthouse square blocks) on 1st Ave from Main St - Church St	\$2.4 Million
7	7. 2nd St from Main St - Church St, Boone St from 1st St - Center St, Center St from Grant St - State St, Linn St from 2nd Ave - 3rd Ave Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction • Partial curb and gutter replacement • Signage and striping Sidewalks: • New concrete sidewalks both sides	\$3.3 Million
8	8. 2nd St from State St - Main St, 2nd Ave from Byron St - Main St Roadway & Utilities: • Full utility replacement including: storm sewer, sanitary sewer and water main • PCC roadway reconstruction • Partial curb and gutter replacement • Signage and striping Sidewalks: • New concrete sidewalks both sides	\$2 Million

Research & Sources

- **2019 Marshalltown Downtown Master Plan.** <https://www.marshalltown-ia.gov/702/2019-Master-Plan>
- **Iowa State University Institute for Transportation (InTrans).** <https://intrans.iastate.edu/>
- **The Institute of Transportation Engineers (ITE) Traffic Engineering Handbook 7th Ed.** <https://www.ite.org/>
- **The 2001 Oregon DOT Research - Safety Comparison of Angle and Parallel Parking.** [https://www.oregon.gov/ODOT/Engineering/TRSDocs/Safety Research/comparison of angle and parallel parking.pdf](https://www.oregon.gov/ODOT/Engineering/TRSDocs/Safety%20Research/comparison%20of%20angle%20and%20parallel%20parking.pdf)
- **2002 article published in the ITE Journal, "Changing on-street parallel parking to angle parking".** <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.376.310&rep=rep1&type=pdf>
- **Iowa Statewide Urban Design and Specifications (SUDAS).** <https://iowasudas.org/manuals/design-manual/>
- **2018 INTERNATIONAL FIRECODE.** <https://codes.iccsafe.org/content/IFC2018>
- **National Association of City Transportation Officials - Bumpouts.** <https://nacto.org/publication/urban-street-design-guide/street-design-elements/curb-extensions/>
- **National Association of City Transportation Officials - Cycle Tracks.** <https://nacto.org/publication/urban-bikeway-design-guide/cycle-tracks/two-way-cycle-tracks/>
- **National Association of City Transportation Officials.** <https://nacto.org/publication/urban-street-design-guide/>
- **Manual on Uniform Traffic Control Devices (MUTCD).** <https://mutcd.fhwa.dot.gov/>



**MARSHALLTOWN
MORE THAN EVER**



**BOLTON
& MENK**

Real People. Real Solutions.

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: June 23, 2021
RE: FY22 GO Bonding

During the fiscal year 2022 budget process, staff proposed capital projects which would require funding from general obligation bonds. However, there were two very big unknown projects, so we requested that discussion of general obligation borrowing in fiscal year 2022 be delayed until those projects have wrapped up. This has now occurred, and we now know costs for the repairs of the Center Street Viaduct as well as the costs of multiple phases of work in the downtown. In addition to knowing some projects costs, some projects have changed since January. The attached sheet highlights those projects in yellow, while a brief summary is listed below.

- **Softball Complex Parking Lot**

The Council approved a resolution allowing for the preauthorization of \$200,000 to fund the second half of the MSA parking lot using the bid provided by Construct for the first half. Work is underway and this amount needs to be borrowed.

- **Riverview Park Improvements**

Since January, we have re-thought improvements at Riverview Park, as the park is not what it was when this project was created two years ago. Instead of putting money towards improvements now, we are requesting \$30,000 to pay for a new park Master Plan. This process would occur through the remainder of the year and then provide cost estimates for improvements for the fiscal year 2023 budget process.

- **6th Street Trail Connection**

This project increased by \$50,000 to \$650,000. It includes \$110,000 of paving at the Legion to create a trail access from the Freedom Rock to the existing trail as well as trail access from the north side of the Creekside Estates lot to the skate park. The major expense is the bridge, which is proposed to be a new bridge that incorporates design elements from the River's Edge Trail Placemaking Plan.

- **South Center Street Viaduct**

The study is in on the viaduct and the total proposed work is \$5.25 million. This can be broken into two phases. Both scenarios are illustrated to show what the debt capacity looks like by undertaking both projects at once or splitting them.

City Council

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



- **Highway 14 Corridor Improvements**

All costs have been removed from the debt capacity projections, as we are applying for a RAISE grant. With a new cost of \$20 million (which does not include any contributions from the Iowa DOT or Waterworks), we are not sure how this would be completed if not awarded a RAISE grant, other than it would be in phases.

- **Downtown Implementation Plan**

The Downtown Implementation Plan has multiple phases, with Phase 1A and 1B proposed for funding in FY22, which total \$6.5 million. We had initially discussed the use of \$2 million of American Rescue Plan funds towards \$4.56 million of eligible costs in the first phase. Phase 2A (Main Street- 3rd Avenue to Center Street) and 2B (Center Street) are programmed in fiscal years 2024 and 2025, respectively. Fiscal year 2026 is programmed with Phase 3A- Main Street- 3rd Street to Center Street. No other phases are programmed as this is a 5-year outlook.

- **Dangerous & Dilapidated Buildings**

The City has acquired a number of buildings damaged in the tornado and/or the derecho, which will have expensive demolition costs. We are only projecting \$285,000 in revenue for fiscal year 2022, which includes \$250,000 of redesignated bond funds. We are estimating \$200,000 per commercial property for demolition, and \$25,000 for residential properties, which should cover the properties we currently own and those we are pursuing as abandoned buildings currently. We are estimating \$1.5 million is needed in addition to the \$285,000 to complete the work we have in front of us.

To not exceed 60 percent of our legal debt capacity will prevent projects from occurring. Further discussion of this policy is something that should occur in light of significant infrastructure needs that face the City in fiscal year 2022 and for many years to come.

The goal of tonight is to illustrate the needs that have been identified and the financial constraints which require a prioritization of projects. The next step will be to bring this chart back, with any changes made at tonight's meeting, to the July 12th meeting for further review. Staff would like to move forward following the July 12th meeting with the decisions made to begin setting the schedule and preparing to issue the general obligation bonds.

As a final note, not illustrated in this document is the need to borrow additional Sewer Revenue bonds in the coming years, which could impact the taxability of any general obligation bond issuances as well. More will be discussed about the borrowing needs for wastewater at the July 12th meeting.

City Council

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



Speer Financial, Inc.

CITY OF MARSHALLTOWN, IOWA

LEGAL DEBT CAPACITY CALCULATIONS*

FISCAL YEAR	CONFIRMED					
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100% VALUATION** (0.5% annual growth)	\$ 1,730,954,025	\$ 1,739,608,795	\$ 1,748,306,839	\$ 1,757,048,373	\$ 1,765,833,615	\$ 1,774,662,783
5% LEGAL DEBT CAPACITY	86,547,701	86,980,440	87,415,342	87,852,419	88,291,681	88,733,139
MINUS						
General Obligation Debt	(43,079,243)	(38,695,000)	(34,540,000)	(30,035,000)	(25,630,000)	(21,550,000)
TIF Rebate Agreements	(2,032,149)	(1,844,606)	(1,646,573)	(1,591,741)	(1,409,288)	(1,226,835)
REMAINING DEBT CAPACITY	\$ 41,436,309	\$ 46,440,833	\$ 51,228,769	\$ 56,225,677	\$ 61,252,393	\$ 65,956,304

CITY OF MARSHALLTOWN, IOWA

LEGAL DEBT CAPACITY CALCULATIONS* (At 60% Debt Capacity Model)

FISCAL YEAR	CONFIRMED					
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100% VALUATION** (0.5% annual growth)	\$ 1,730,954,025	\$ 1,739,608,795	\$ 1,748,306,839	\$ 1,757,048,373	\$ 1,765,833,615	\$ 1,774,662,783
5% LEGAL DEBT CAPACITY at 60%	86,547,701 51,928,621	86,980,440 52,188,264	87,415,342 52,449,205	87,852,419 52,711,451	88,291,681 52,975,008	88,733,139 53,239,883
MINUS						
General Obligation Debt	(43,079,243)	(38,695,000)	(34,540,000)	(30,035,000)	(25,630,000)	(21,550,000)
TIF Rebate Agreements	(2,032,149)	(1,844,606)	(1,646,573)	(1,591,741)	(1,409,288)	(1,226,835)
REMAINING DEBT CAPACITY	\$ 6,817,229	\$ 11,648,658	\$ 16,262,632	\$ 21,084,710	\$ 25,935,720	\$ 30,463,048

* The debt capacity was calculated as of 7/1/2021.

**Assumes a 0.5% annual growth rate in actual valuation

CIP FY22-26
Projected Debt Capacity and Potential Projects

		<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY20205</u>	<u>FY20206</u>
		\$ 6,817,229	\$ (5,248,571)	\$ (446,026)	\$ (3,077,922)	4,851,010
	<i>IEDA Forgivable Loan</i>	(500,000)				
353	Library Addition				500,000	
353	Softball Complex Parking Lot	200,000				
353	Kiwanis Park Improvements		235,000			
353	Splash Pad			500,000		
353	Riverview Park Improvements	30,000				
353	West End Park Phase 2		600,000			
353	6th St Trail Connection	650,000				
353	River's Edge Trailhead		475,000			
353	South Center Street Viaduct- Phases	1,700,000				4,010,000
353	Street Improvement	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
353	Highway 14 Corridor Improvements					
353	Downtown Implementation Plan	4,500,000		4,000,000	2,000,000	4,000,000
353	Sidewalk Gap Projects		750,000	400,000	550,000	
355	Dangerous & Dilapidated Buildings	1,500,000				
	TOTAL	10,080,000	5,060,000	7,900,000	6,050,000	11,010,000
		(3,762,771)	(10,308,571)	(8,346,026)	(9,127,922)	(6,158,990)

NOTES: Viaduct work in phases; \$2M of ARP funds applied to Phase 1A Downtown Plan

Jessica Kinser

From: Mike Ladehoff <mladehoff@marshalltown-ia.gov>
Sent: Thursday, June 24, 2021 12:02 PM
To: Jessica Kinser
Subject: Letter to include in packet

Mayor Joel Greer
City Councilors

I believe an opportunity has presented itself to the residents of Marshalltown that is worthy of our consideration. Councilor Gary Thompson brought to my attention that the Cartwright Farmers Market on State Street would be undergoing an upgrade to the market. Part of the upgrade would be installing bathrooms and the purchase of the vacant lot directly to the south of the current location on East State Street. The upgrade has the room for a 5,000 square foot splash pad/ice skating rink. The plan is funded by a \$100,000.00 grant from the Martha Ellen Tye Foundation. After discussing this with Trisha Wilder from the Farmers Market, she would like the City to develop a plan with the Market to place the City Splash pad/ice skating rink on the property.

I have reviewed the concept with both Jessica Kinser and Geoff Hubbard, both of which offered valuable insight. This site has the support of Deb Millizer from the Central Business District, the Splash 4 Life group and the Cartwright Farmers Market along with several people Gary and I have talked to. This is a much needed recreational venue for Marshalltown.

Advantages to this site include.

1. Location

This location is within walking distance for many LMI families and day sitters in Marshalltown.

Right next to the Binford House, the one room schoolhouse and the Suzy Sower House provides for a perfect day trip for families uptown.

With it being an "Urban Splash-pad" more eyes will be on it.

The addition of bathrooms meets one of the Council goals in the Marshalltown Main street plan.

This location is right on the proposed bike path on State Street.

It could also be designed as a water feature for the Main Street District as well as an attraction for the Main Street district.

2. Funding

As it is now, the City has 100% funding through debt for a splash pad scheduled for the 2024 budget year.

Because of the combination of a healthy activity and fresh food, this project has gained interest as a project that could be funded through a combination of grants. If we can get a project put together and numbers put to it, we can explore these opportunities. They may not exist in 2024.

Hurdles

Do not get too hung up on the splash pad/ice skating rink combination. In discussing this with Geoff Hubbard (who has experience with splash pads) the combination is relatively new. He would like to explore its usage and costs associated with the combination of the two and if makes sound economic sense. We maybe further ahead in simply putting up an ice skating rink separately.

This location was previously a gas station and should be considered a possible brownfield site. This should be researched and remedied.

The timing with the State Street reconstruction could add extra coordination depending on the timing of the two.

What I will be asking for tonight is the Council giving Geoff Hubbard direction to meet the Farmers Market people and see if an acceptable plan could be put together and costs assigned to it. Armed with this knowledge, we could begin private fundraising and grant applications. I think Geoff could get back to us on it later this fall.
If you have any questions, feel free to contact myself or Gary Thompson at any time.
Thank you for your time and consideration.
Mike Ladehoff
1st Ward Councilor

Sent from my iPhone

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: June 23, 2021
RE: Naming of the Caboose at Mega-10 Park

Policy Issue: City policy requires Governing Body approval of the naming, dedication, and sponsorship of City facilities and acceptance of donations.

Background: In January 2016 the City adopted a policy for naming, dedication and sponsoring City facilities and parks, and the acceptance of donations. The policy laid out the process for consideration of the naming and renaming of City owned facilities. The policy is attached for your review but some key points from it are:

1. It is not necessary that every City facility have a name. Further, such facilities should not be named to honor or recognize an individual or group unless the City Council determines that it is appropriate to honor or recognize a deserving or outstanding group or individual for their actions and/or service
2. A request for the initial naming of a new facility shall be screened by the Parks and Recreation Advisory Committee and City staff, which will then present recommended name to the City Council together with its reasons for the recommendation for consideration and final action by the Council.
3. Upon receipt of the Committee's list of recommended name, the City Council shall either adopt the recommendation or remand back to the Committee for further review and consideration.
4. Areas within a City park or recreation facility may be named or renamed in honor of a deserving or outstanding individual, group, or organization. In selecting such individuals, groups, or organizations, the criteria specified in Section III of this Policy, entitled "Criteria to be Used in Naming All City Facilities," shall be followed.
5. Names of individuals, civic, fraternal, veterans, or other groups who have donated land, provided significant funding, property, or equipment to the City may be considered for area dedications under the provisions of Section IV of this Policy, entitled "Donations and Sponsorships."
6. Plaques or other appropriate types of markers may be used when a park or an area within a park is named or renamed. Memorials depicting an individual's, group's, or organization's accomplishments may be marked with

City Council

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plaques.

7. The costs of plaques, monuments, and replacement of signs resulting from, or done in conjunction with the dedication or commemorative naming/renaming of an area within a park will be borne by the individual, group, or organization requesting the name.

In April, City staff was contacted by Cindy Soderberg, the daughter of the former Mayor of Marshalltown, Stan Brown, about naming the caboose in Mega-10 after him. Staff reviewed the history of placing the caboose there and found several articles in the Times-Republican that talked about his efforts to bring it to the park. Retired railroad worker, Vaughn Ward stated in an article from Oct 10, 1996 "Stan Brown really deserves the credit for getting the caboose. He started the process when he was mayor which was several years ago, and he's been talking to them on and on for several years and finally the Union Pacific gave Marshalltown the caboose."

The Parks & Recreation Advisory Committee has reviewed this request while agreeing with the naming of the caboose after Stan Brown, they also felt the signage could also include the importance of the railroad on Marshalltown, history of what the caboose was used for, and how the caboose got place in Mega-10 Park. In talking with former Parks & Recreation Director, Terry Gray, she said that there was a plan to create such a sign but it never got done before the Mega-10 Board disbanded. When the board disbanded they did leave funding to the City for improvements to the park and there is currently \$19,314 in that fund that could be used to create a sign honoring Stan Brown and the impact the railroad has had on Marshalltown. If the Council chooses, staff would be willing to get mock ups of a sign with wording that would approved by the Park and Recreation Advisory Board and then brought to City Council for final approval.

Budget Impact: None

Attachment: Policy for Naming Rights

cc: Jessica Kinser, City Administrator

City Council

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



----- Forwarded message -----
From: **Cindy** <lscs3344@gmail.com>
Date: Fri, Mar 19, 2021 at 10:17 AM
Subject: Former Mayor Stan Brown
To: <joeltsgreer@gmail.com>

This is what I sent you. The secretary at City Hall gave me this email address: jgreer@marshalltown-ia.gov.
The other one I sent was to the email address in the TR: mayor@marshalltown-ia.gov.

Hello Mayor Greer,

This is Cindy Soderberg, and I am Stan and Lenora Brown's daughter. My dad served Marshalltown as mayor for 8 years. He was credited in 1996 for bringing the caboose to the Mega-10 Park. I was wondering if there is a way to publicly recognize him for this and as a memorial have it named after him. As you know, there are streets named for other former mayors (Stegmann and Beach to name a couple), but nothing in memory of my dad. March 24 will be my mom's 91st birthday, and if dad was still alive, it also would be there 70th wedding anniversary. It would thrill my mom to no end if this could be done! I'm sending a picture of the article that was in the TR about this local landmark. Thanks for your consideration.
Sincerely, Cindy Soderberg



POLICY FOR THE NAMING, DEDICATION, AND SPONSORSHIP OF CITY FACILITIES AND ACCEPTANCE OF DONATIONS

POLICY PURPOSE

This Policy establishes a process and criteria for the consideration of requests by City of Marshalltown resident(s), business owner(s) or property owner(s) for the naming or renaming of City facilities.

POLICY STATEMENT

It is the policy of the City to provide a process for consideration of the naming and renaming of City owned facilities located within and without the City limits. In general, named facilities should only be renamed in exceptional circumstances. In addition, the following names should be avoided:

- Cumbersome, corrupted or modified names, profane, discriminatory or derogatory names relating to age, race, religion, creed, national origin, sex, color, marital status, disability, sexual orientation, political affiliation or other similar categories.
- Names that cause confusion due to duplication or that sound too similar to existing named locations within the City or surrounding areas.
- Names of companies whose business is substantially derived from the sale of alcohol, tobacco, firearms, pornography, and/or other practices considered unsuitable or inappropriate.
- Names of appointed or elected local officials currently in office or current City employees.
- The re-use of former facility names other than for a reconstruction of the same facility in the same location.
- Names that would result in the overt commercialization of City facilities.
- Names should not be overly recognized, either within the City or region. Only one facility, park, or street may be named in honor of an individual.

Renaming a facility, however, is appropriate when:

The criteria set forth in Section III of this Policy are met;
There is a valid reason for renaming the facility; and
An appropriate level of community support exists.

The type, size, font, and placement of plaques, monuments and signs installed or placed at City facilities shall be at the sole discretion of the City. The costs of plaques, monuments, and replacement of signs resulting from, or done in conjunction with the dedication or commemorative renaming of a facility, will be borne by the individual, group, or organization requesting the name change, if any.

Plaques, benches, trees, and other donated objects are not intended to be a place of worship or an official gathering place.

It is the further policy of the City to accept the donation of equipment and materials and the

dedication of property to the City in accordance with the process and criteria set forth in this Policy. When acknowledging such donation or dedication, the dedication language shall conform to the naming criteria set forth above.

I. Process for Naming/Renaming Parks and Recreation or other City Facilities.

A. Naming New Parks and Recreation Facilities. The process for naming new parks and recreation facilities is as follows:

1. It is not necessary that every City facility have a name. Further, such facilities should not be named to honor or recognize an individual or group unless the City Council determines that it is appropriate to honor or recognize a deserving or outstanding group or individual for their actions and/or service
2. New facilities shall be named at least thirty (30) days before the facility is open for use by the general public.
3. A request for the initial naming of a new facility shall be screened by the Parks and Recreation Advisory Committee and City staff, which will then present recommended name to the City Council together with its reasons for the recommendation for consideration and final action by the Council.
4. Upon receipt of the Committee's list of recommended name, the City Council shall either adopt the recommendation or remand back to the Committee for further review and consideration.
5. If a City park or other City facility has been previously named and the City Council determines that a deserving or outstanding individual or group should be honored or recognized, the process for naming or renaming a portion of a City park or recreation facility specified in Section I.C, below, may be used to honor or recognize such individual or group.

1. .

B. Renaming Existing Parks and Recreation or other City Facilities. The process for renaming an existing named park or recreation facility shall be as follows:

1. A request to rename a City park or recreation facility may be initiated by one (1) or more City resident(s), business owner(s), property owner(s), or City staff using the Commemorative Dedication and Names Application ("Application"), which shall be submitted to the appropriate Department Director and/or the Parks and Recreation Advisory Committee. The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support for the Application.
2. The Application shall identify the City park or recreation venue or other City facility, state the reason(s) for the proposed name change, and specify the proposed new name(s), if any.
3. The Director and City staff will review the Application and determine if it is consistent with this Policy. If consistent, the Application will be forwarded with a staff report to the City Council for review and consideration.
4. Applications that are determined to be incomplete, without sufficient support, or that are otherwise inconsistent with this Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct the insufficiencies identified.

5. The Committee shall review the Application and staff report submitted by the Director and shall make a recommendation to the City Council to approve, modify, or deny the Application. All decisions with respect to the renaming of a City park, recreation or other City facility will be at the discretion of the City Council, which shall determine whether a City park or recreation facility or portion thereof should be renamed.

C. Naming/Renaming Portions of a City Park or Recreation Facility. The process for naming or renaming an area within an existing named park or recreation facility shall be as follows:

1. The process specified in Subsection I.B, above, shall be followed.
2. Areas within a City park or recreation facility may be named or renamed in honor of a deserving or outstanding individual, group, or organization. In selecting such individuals, groups, or organizations, the criteria specified in Section III of this Policy, entitled "Criteria to be Used in Naming All City Facilities," shall be followed.
3. Names of individuals, civic, fraternal, veterans, or other groups who have donated land, provided significant funding, property, or equipment to the City may be considered for area dedications under the provisions of Section IV of this Policy, entitled "Donations and Sponsorships."
4. Plaques or other appropriate types of markers may be used when a park or an area within a park is named or renamed. Memorials depicting an individual's, group's, or organization's accomplishments may be marked with plaques.
5. The costs of plaques, monuments, and replacement of signs resulting from, or done in conjunction with the dedication or commemorative naming/renaming of an area within a park will be borne by the individual, group, or organization requesting the name.

II. Naming Criteria for All City Facilities.

Priorities to be considered in naming all City facilities, including parks and recreation facilities (in order of importance) shall be as follows:

A. Historic Names. Names of historic events, groups, organizations, or persons at the local, regional, or national level of major significance with special consideration given to Marshalltown's own history.

B. Places and Feature Names.

1. **Recognizable area or neighborhood, e.g. "Browns Valley area."**
Names that aid in locating a facility are acceptable. If the facility is located on a park or school site, the facility need not share the name of the park or school site.
2. **Assumed Names.** Assumed names should be used only if the area has been known by that assumed name for an extended period of time, e.g. the "Fairmont" area. The existing name of a facility should not be changed merely for the sake of change.
3. **Theme Names.** If a facility is located in an area with a specific theme, due consideration should be given to that theme.
4. **Natural Phenomena.** Natural phenomena, such as rivers, creeks, and terrain.

5. **Horticultural Features.** Horticultural features characteristic of a particular area.

6. **Combination of Horticultural and Place.**

C. **Individuals, Groups, or Organizations.** The following criteria will be used in evaluating the use of names of persons (whether living or deceased), groups, and organizations.

D. **General Criteria.** Names of persons, groups, or organizations having a long standing affiliation with the City of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have: Enhanced the quality of life and well-being of City residents;

Contributed to the preservation of the City's history or culture;

Made exemplary or meritorious contributions to the City or its residents; or

Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the City or community.

Deceased Persons. To be considered for a naming opportunity, the individual must have been deceased for at least three (3) years. Such individuals may include:

Historic persons.

National and/or local heroes: Those who have given outstanding service to mankind or who have worked over and above any ordinary interest level. A resident of Marshalltown who has attained local, state, or national recognition for parks and recreation work or work in the areas of public safety or public health, as appropriate to the facility, would be highly acceptable.

Living Persons. Facilities may be named after living persons only after a study has been completed relative to the individual's background and qualifications pursuant to the criteria set forth in Subsection II.D. above.

Groups and Organizations. Facilities may be named after groups or organizations pursuant to the criteria set forth in Subsection II.D. above.

III. **Donations.**

A. **Acceptability of Donations.** Individuals, groups, organizations, associations, companies, or businesses may choose to offer a donation of land, equipment, materials, or funding to the City, earmarked for special projects. Such projects may include, but are not limited to, the development of a park or the purchase of scoreboards, display cases, benches, and trees. (Other policies may exist which govern specific donations.)

Appropriate City staff will review the acceptability of any donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for evaluation include consideration of any immediate or initial expenditure required of the City in order to accept the donation, the potential and extent of the City's obligation to maintain the property or item donated, and the community benefit to be derived from the donation. Donation of an item may also be required to include funding for its installation and maintenance as determined by the appropriate City Department.

The appropriate City department director shall consider the desirability or need for the

property or item to be donated. Consideration shall include an analysis of the make, model, and proposed location of the item or equipment to be donated. Donations of materials, equipment, or funding up to a value of ten thousand dollars (\$10,000) may be approved and accepted by the director of the appropriate City department pursuant to this policy, subject to the City Administrator's prior consent.

Proposed donations having a value in excess of ten thousand dollars (\$10,000) shall be forwarded to the City Council for consideration and acceptance.

Donations involving modifications to existing City facilities that will have a significant visual, functional, or land use impact may, at the City Administrator's discretion, be referred to appropriate Department staff for a report on such impacts and a recommended course of action, if any.

The City will assume ownership, control, and maintenance of any donated property or item unless the conditions of acceptance, as determined by the City, provides otherwise. The City shall not be obligated to repair or replace any donated property or item that is damaged or destroyed for any reason, such as by vandalism or theft or, in the case of live plants, if they die. Further, unless the conditions of acceptance, as determined by the City, provide otherwise, the City will decide when changes shall be made to any City facility, with no assurance that a donated item will be retained. The City reserves the right to remove and/or relocate any donated item at any time. However, if a donated item(s) needs to be removed, the City will make every reasonable attempt to relocate the item(s), if a need for such item(s) exists at another City facility.

B. Naming Opportunities.

City facilities may be named in honor of an individual, group, organization, association, company, or business that has been instrumental in acquiring sites either by donation of land or money (enough to purchase the entire site) or who has donated the amount of land or money needed to complete development of a site. A lesser donation may be honored by an "area" dedication (see Subsection I.C, above). A land developer's donation may similarly be honored by an "area" dedication. However, the developer's name (or the developer's business name) shall not be used in the naming of any City park or recreational facility. All naming opportunities shall follow the procedures set out above.

The offer and acceptance of a donation does not necessarily ensure or confer upon such donor a naming opportunity.

C. Donation Procedure.

The City reserves the right to reject any offer of donation if, upon review, acceptance of the donation is determined not to be in the best interest of the City.

IV. Special Events/Promotions

In the case of special events where donations or sponsorship of that event is provided by a corporate or organizational sponsor, such donor or sponsor may, at the discretion of the appropriate City department director, be recognized through the display of the donor or sponsor's logotypes and/or names on event material(s). Such donation or sponsorship by a donor or sponsor shall not entitle that donor or sponsor to any special privileges.



Marshalltown Fire Department

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marshalltown-ia.gov
641.754.5751 (Office)
641.754-5722 (Fax)

MEMO

To: Mayor & City Council

From: Chief David Rierson

Cc:

Date: 06/06/21

Re: Fire Department Fee Schedule

In your packet is a spreadsheet of fees charged by the fire department. With the exception of changes to the hazardous materials response fees and the enactment of plan review fees, most of the permit fees have been in effect since 2008. The 2015 International Fire Code stipulates what operations should be permitted, however, leaves the fee to be charged up to the jurisdiction. After reviewing the fee schedule, I would like to recommend the following changes:

1. Increase all permit fees by \$5.00.
2. Change the hazardous materials response fees to match the 2021 Iowa Fire Service Hazmat Response Fees schedule.
3. Increase plan review fees (architectural – sprinkler system – alarm system) by \$25.00.
4. Increase illegal burning fees by \$10.00.

Additionally, I am including for your discussion two additional fee sources:

1. A fee for standby at natural gas leaks lasting more than one (1) hour. This would be assessed when a contractor strikes a natural gas line during trenching or boring operations. The fee would be billed at the hazmat response rate of \$284.76/hour.
2. Contained within property insurance policies is a contingency for fire department services. This contingency varies in amounts from \$500 - \$2500 depending on the issuing company.

Respectfully submitted,

David Rierson

Fire Chief

This new fee is not in the proposed fee schedule and resolution. Chief Rierson would like further guidance on the implementation.